

# MIDWAY CITY SANITARY DISTRICT

**BOARD OF DIRECTORS  
REGULAR MEETING AGENDA  
DISTRICT OFFICE  
BOARD ROOM  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683**

**Tuesday, October 15, 2024  
5:30 P.M.**

## **OUR MISSION STATEMENT**

**THE BOARD OF DIRECTORS AND EMPLOYEES OF THE MIDWAY CITY SANITARY DISTRICT WORK DILIGENTLY TO PROVIDE SEWER AND SOLID WASTE SERVICES TO THE RESIDENTS OF THE DISTRICT. OUR TOP PRIORITY IS TO ACCOMPLISH THIS IN AN ETHICAL, EFFICIENT, AND COST-EFFECTIVE MANNER THAT WILL PROTECT THE HEALTH AND SAFETY OF THOSE WE SERVE.**

In accordance with the requirements of California Government Code Section 54954.2, this Agenda is posted not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2, or as set forth on a Supplemental Agenda posted not less than 72 hours prior to the meeting.

Please Note: The District complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the District's Secretary at (714) 893-3553, at least one business day prior to the meeting so that we may accommodate you.

### **1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND INVOCATION**

### **2. ROLL CALL AND DECLARATION OF QUORUM**

### **3. PUBLIC COMMENTS**

All persons wishing to address the Board on specific Agenda items or matters of general interest should do so at this time. As determined by the President, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three (3) minutes.

### **4. PRESENTATIONS - None**

### **5. APPROVAL OF THE MINUTES**

A. Approve Minutes of the Regular Board of Directors Meeting on October 1, 2024

**6. REPORTS**

The President, General Manager, Legal Counsel, and other staff present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- A. Report of President
- B. Report of General Manager
- C. Report of Director of Services & Program Development
- D. Report of CR&R Mid-Year Update
- E. Report of Outreach Committee Meeting on October 2, 2024
- F. Report of Outreach Radio Bolsa on October 8, 2024
- G. Report of Clean-up Event at Russell Paris Park on October 12, 2024

**7. CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and will be acted upon at the same time unless separate discussion and/or action is requested by a Board Member, the public, or staff.

- A. Receive and File the Register of Demands in the Amount of \$1,344,866.79
- B. Approve the October 2, 2024 Outreach Committee Recommendations
- C. Receive and File the Engineer Report for September 2024
- D. Recognition and Approval of a 5-year Accident and Injury Free Award for Fleet Maintenance Mechanic, Gustavo Carrera, in the Amount of \$200.00
- E. Approve Request of Fleet Maintenance Mechanic, Gustavo Carrera to Receive Forty (40) Hours of Vacation Pay in Lieu of Time Off Due to Financial Hardship

**8. OLD BUSINESS - None****9. NEW BUSINESS**

- A. Receive and File the Sewer System Management Plan Audit Report
- B. Consider Approval of Maintenance Services Agreement with Pumpman, LLC to Provide Sewer Lift Station Preventive and On-Call Pump Maintenance and Annual Wet-Well Cleaning for an Initial Period of Two Years, with Three One-Year Options

**10. INFORMATIONAL ITEMS**

- A. ISDOC Quarterly Luncheon on Wednesday, October 30, 2024
- B. Observation Schedule for November 5, 2024 Presidential General Election
- C. 2024 Board Meeting Calendar

**11. BOARD CONCERNS AND COMMENTS**

**12. GM/STAFF CONCERNS AND COMMENTS**

**13. GENERAL COUNSEL CONCERNS AND COMMENTS**

**14. CLOSED SESSION ITEMS**

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)  
**Title:** Agency Designated Representatives: GM Robert Housley, Labor Counsel Joseph Larsen  
**Employee Organization:** American Federation of State, County, and Municipal Employees, LOCAL 1734-01

**CLOSED SESSION:** During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

**15. ADJOURNMENT TO TUESDAY, NOVEMBER 5, 2024**

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF THE MIDWAY CITY  
SANITARY DISTRICT OF ORANGE COUNTY  
14451 CEDARWOOD STREET  
WESTMINSTER, CA 92683**

**October 1, 2024**

**CALL TO ORDER**

President M. Nguyen called the Regular Meeting of the Governing Board of the Midway City Sanitary District to order at 5:30 P.M., on Tuesday, October 1, 2024 at 14451 Cedarwood Street, Westminster, California.

**ROLL CALL**

**PRESENT:** Mark Nguyen  
Tyler Diep  
Chi Charlie Nguyen  
Sergio Contreras  
Andrew Nguyen

**ABSENT:** None

**STAFF PRESENT:** Robert Housley, General Manager  
Ashley Davies, Dir. of Servs. & Program Development  
Milo Ebrahimi, District Engineer, P.E.  
Cynthia Olsder, Exec/Board Secretary

**OTHERS PRESENT:** James H. Eggart, General Counsel, Woodruff & Smart  
Joseph Larsen, Labor Counsel, Rutan & Tucker  
Terry Rains, Resident of Westminster

**PLEDGE OF ALLEGIANCE AND INVOCATION**

Director A. Nguyen led the Pledge of Allegiance. Director S. Contreras conducted the Invocation.

**ROLL CALL AND DECLARATION OF QUORUM**

Executive/Board Secretary C. Olsder announced a quorum.

**PUBLIC COMMENTS**

T. Rains addressed the Board gave some praises and provided a few recommendations regarding the District.

**APPROVAL OF MINUTES**

A. Approve Minutes of the Regular Board of Directors Meeting on September 17, 2024

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the minutes of the regular meeting on September 17, 2024. The motion was approved by the following 5-0 vote:

AYES:	A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras
NAYS:	None
ABSTAIN:	None
ABSENT:	None

**REPORTS**

**Report of President**

None

**Report of the General Manager**

GM R. Housley reported on recent and upcoming District events. He provided an update on the Director of Finance position, as well as the status of the request for proposal (RFP) of IT Technology for the District.

**Report of the Director of Services & Program Development**

Director of Services & Program Development A. Davies reported that the mailers for the last clean-up event on October 12, 2024 has gone out. She also gave an update on the SB1383 audit, and played a video of the 85<sup>th</sup> Anniversary event.

**Report of Assemblyman Tri Ta Grant Writing on September 24, 2024**

Director A. Nguyen reported that he attended the meeting with Staff and said it was informative and a good chance to network and learn.

**Report of District Employee Luncheon on September 25, 2024**

Director A. Nguyen, M. Nguyen, T. Diep, and C. Nguyen attended the luncheon held to recognize a couple of employees for their exceptional efforts.

**Report of OC San Board of Directors Meeting on September 25, 2024**

Director A. Nguyen reported that OC San’s Capital Improvement Program is a plan to rehabilitate, replace, and improve their infrastructure and facilities, with a projected cost of over \$3.25 billion over the next 10 years.

**Report of Westminster Fall Festival on September 26-29, 2024**

President M. Nguyen, Director C. Nguyen, and Director T. Diep attended the event on behalf of the District to be recognized from the City of Westminster for sponsoring it.

**Report of OC Tax Meet & Greet Event on September 27, 2024**

Director A. Nguyen reported that he attended the event with staff and said he was taken aback by the size of the crowd and that it was a great opportunity to network.

**Report of VNCR Radio Outreach on September 30, 2024**

Director S. Contreras and Director A. Nguyen reported that they attended the recording to inform residents of SB 1383 regulations, District services, and upcoming events.

**CONSENT CALENDAR**

- A. Receive and File the Register of Demands in the Amount of \$417,551.63

A motion was made by Director T. Diep, seconded by Director S. Contreras, to approve the Consent Calendar. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras  
 NAYS: None  
 ABSTAIN: None  
 ABSENT: None

**OLD BUSINESS**

- A. Consider Investing Surplus Funds with the California Asset Management Trust, Joining the Trust as a Participant, and Adoption of a Resolution Entitled:

RESOLUTION NO. 2024-20 AUTHORIZING MIDWAY CITY SANITARY DISTRICT (THE "PUBLIC AGENCY") TO JOIN WITH OTHER PUBLIC AGENICES AS A PARTICIPANT OF THE CALIFORNIA ASSET MANAGEMENT TRUST AND TO INVEST IN SHARES OF THE TRUST IN INDIVIDUAL PORTFOLIOS AND THE INVESTMENT OF UP TO \$2,000,000 IN THE TRUST

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to adopt Resolution No. 2024-20 as presented at the meeting. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras  
 NAYS: None  
 ABSTAIN: None  
 ABSENT: None

**NEW BUSINESS - None**

**INFORMATIONAL ITEMS**

- A. ISDOC 2024 Election Results Letter
- B. 2024 Board Meeting Calendar

Received and File.

**BOARD CONCERNS AND COMMENTS**

The Directors thanked staff.

**GENERAL MANAGER AND STAFF CONCERNS AND COMMENT - None**

**GENERAL COUNSEL CONCERNS AND COMMENTS**

General Counsel J. Eggart advised the Board regarding new legislation recently signed by the Governor Newsom pertaining to solid waste, public agencies and elected officials, including SB 1053 prohibiting grocery stores from giving out plastic bags at the register, SB 1143 expanding the products covered by the PaintCare program to include nonindustrial coatings and coating-related products, SB 1280 banning single-use propane cylinders starting in 2028, AB 660 requiring quality and safety labeling of food products, SB 707 establishing a textile recycling program to combat waste and promote sustainability, and SB 1243 amending the Levine Act to raise the threshold for covered contributions to officers from \$250 to \$500.

With the consent of the full Board, General Counsel, J. Eggart convened the meeting into closed session at 6:00 P.M. for consideration for the following matter identified on the Agenda pursuant to applicable law.

**CLOSED SESSIONS**

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)  
**Title:** Agency Designated Representatives: GM Robert Housley, Labor Counsel Joseph Larsen  
**Employee Organization:** American Federation of State, County, and Municipal Employees, LOCAL 1734-01

President M. Nguyen reconvened the open session portion of the meeting at 6:09 P.M.

President M. Nguyen reported that the Board had met in closed session as identified on Agenda Item 14A, and that no reportable action had been taken.

**ADJOURNMENT**

President M. Nguyen adjourned the meeting at 6:09 P.M. to the next Board Meeting to be held at the District on Tuesday, October 15, 2024, at 5:30 P.M.

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Andrew Nguyen, Secretary

AGENDA ITEM 7A

Date: October 15, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Mariana Sanchez, Accountant

Subject: Receive and File the Register of Demands in the Amount of \$1,344,866.79

**BACKGROUND**

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the district during the specified period. The report is designed to communicate fiscal activity based on adopted and approved budget appropriations.

The Treasurer has duly reviewed the demands on the attached register.

**FISCAL IMPACT**

The total value of demand for this period is \$1,344,866.79. This includes expenses, payroll, and payroll-related disbursements.

Sufficient funds are available to process all payments.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors review and file the attached Register of Demands.

**ATTACHMENTS**

1. Disbursement Details for October 15, 2024



Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and ACH Payment(s) Report

Prepared for Board Meeting held on October 15, 2024

Type	Num	Date	Name	Memo	Paid Amount
Check	16078	09/27/2024	Advanced Workplace Strategies, Inc.	Cust #1973	
Bill	633144	09/25/2024		DOT Random Alcohol Testing (1)	37.00
					37.00
Check	16079	09/27/2024	AT&T (Brookhurst Lift Station)	Acct # 714 531-0272 115 1	
Bill	7145310272 09/24	09/13/2024		Brookhurst Sep-2024	600.94
					600.94
Check	16080	09/27/2024	City of Westminster-Water Billing		
Bill	180993	09/17/2024		District offices 07/15/24 - 09/09/24	169.39
Bill	180994	09/17/2024		Wash Rack 07/15/24 - 09/09/24	200.82
					370.21
Check	16081	09/27/2024	Davis Farr LLP	Client No 31320	
Bill	1987	08/31/2024		Accounting Assistance (84.25) August 2024	8,846.25
					8,846.25
Check	16082	09/27/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4458037	09/19/2024		Engineering Asistant (40.0) 09/09/24-09/14/24	1,576.80
				Engineering Asistant (4.0) 09/14/24	331.12
				Project Manager (40.0) 09/09/24-09/14/24	2,207.60
				Project Manager (7.0) 09/14/24	413.91
					4,529.43
Check	16083	09/27/2024	Pre-Paid Legal Services, Inc.	Group #155124	
Bill	155124 092524	09/25/2024		Prepaid Legal Sept-2023	33.90
					33.90
Check	16084	09/27/2024	Southern California Edison	Acct # 700884706025	
Bill	700884706025 9/24	09/18/2024		Cedarwood 8/19/24 - 9/17/24	8,484.14
					8,484.14
Check	16085	09/27/2024	TEC Of California, Inc.	Customer# 501565	
Bill	5030759XS	09/21/2024		NG-21 Wheel Sensor Electrical Repairs	330.96
					330.96
Check	16086	09/27/2024	Tesco Controls, Inc.	Cust # MIDWC Job # 0057075	
Bill	0083770-IN	09/18/2024		Motor Starter Replacment (10) Progress #1	7,840.00
					7,840.00
Check	16087	09/27/2024	UniFirst Corporation		
Bill	2190233972	09/20/2024		Sept - 2024	235.60
Bill	2190233973	09/20/2024		Sept - 2024	93.87
Bill	2190233974	09/20/2024		Sept - 2024	77.80
Bill	2190233975	09/20/2024		Sept - 2024	19.05
					426.32
Check	16088	09/27/2024	Woodruff & Smart	ID: 2003-JHE	
Bill	76880	08/31/2024		Legal Services August-2024	24,483.90
					24,483.90
Check	16089	10/04/2024	AKM Consulting Engineers, Inc.		
Bill	0013049	09/30/2024		Manholes @ Westminster & Springdale - 9/3/24 - 9/27/24	2,492.00
				Manholes Reimb Edison Maps (3)	120.00
Bill	0013053	09/30/2024		Sewer System Master Plan 09/03/24 - 09/27/24	26,351.50
					28,963.50
Check	16090	10/04/2024	Betts Truck Parts & Service	PO # 28679	
Bill	05P21877	09/18/2024		Qwik-Fit Composite Fittings - Male Elbow (27), Male Connector (10), 45 Male Elbow (32), Straight...	836.24
					836.24
Check	16091	10/04/2024	Bodyworks Equip. Inc.	PO# 28693	
Bill	48461	09/25/2024		NG-13 Husco Valve - RR Lift	7,091.39
				Rocker Switch (20), Pin (10), RR Hose Tray Kit (1), Tube, Arm Top (1), Hopper Skirt (1)	1,852.46
					8,943.85
Check	16092	10/04/2024	Cascade Engineering, Inc.	Sales Order: C439146	
Bill	251001045	09/26/2024		Blue Carts 96 Gal (530)	33,845.38
					33,845.38

Type	Num	Date	Name	Memo	Paid Amount
Check	16093	10/04/2024	Clean Energy	Cust # 124470 Order # F5OW1464849	
Bill	CEW12720186	09/27/2024		Monthly Maint CNG Station Sep-2024	1,957.16
					1,957.16
Check	16094	10/04/2024	County of Orange Treasurer-Tax Collector	OCSD Sewer User Fee	
Bill	096-383-34	09/30/2024		Prop Tax Bill 2023-24 OCSD Sewer Fee	1,603.24
					1,603.24
Check	16095	10/04/2024	CR Transfer, Inc.		
Bill	45932	08/31/2024		Tonnage Fees Aug-24 (1931.05)	126,081.97
Bill	45965	08/31/2024		Tonnage Fees Aug-2024 (868.13)	94,961.47
					221,043.44
Check	16096	10/04/2024	Cummins Pacific LLC	PO# Verbal	
Bill	X5-240919040	09/24/2024		Plug Expansion (3), Seal, Oil (1)	59.63
					59.63
Check	16097	10/04/2024	Cutsinger Engineering		
Bill	20240926	09/26/2024		NG-3 Field Welding Repair	833.33
				NG-5 Field Welding Repair	833.33
				NG-6 Field Welding Repair	833.34
					2,500.00
Check	16098	10/04/2024	Daniels Tire Service		
Bill	200516608	09/18/2024		Recap Tires (6)	1,395.88
Bill	200517353	09/25/2024		Recap Tires (3)	707.01
					2,102.89
Check	16099	10/04/2024	Driveshaftpro	Acct # 1557 P.O. # 28686	
Bill	641428	09/24/2024		NG-13 Reline Driveline	797.21
					797.21
Check	16100	10/04/2024	Empire Pipe Cleaning and Equipment, Inc.	CCTV Video Inspection & Cleaning Project	
Bill	12615	09/04/2024		Cleaning/CCRC Inspection 8" Gravity Sewer Mains (100229.20 LF)	143,327.76
				Cleaning/CCRC Inspection 10" Gravity Sewer Mains (8724.40 LF)	15,267.70
				Cleaning/CCRC Inspection 12" Gravity Sewer Mains (4032.90 LF)	8,348.10
				Cleaning/CCRC Inspection 15" Gravity Sewer Mains (290 LF)	707.60
				Cleaning/CCRC Inspection 18" Gravity Sewer Mains (309.40 LF)	943.67
				Inspection Manholes (430)	75,250.00
					243,844.83
Check	16101	10/04/2024	Frontier Communications	Acct # 209-188-5155-071808-5	
Bill	MCSD 09/19/2024	09/19/2024		(714)903-1863 Willow Sep-2024	203.10
				(714)903-6154 Westminster Sep-2024	203.19
				(714)903-6274 Hammon Sep-2024	203.16
				(714)897-5136 District Offices Sep-2024	115.40
					724.85
Check	16102	10/04/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4461841	09/26/2024		Engineering Asistant (24.0) 09/16/24-09/20/24	946.08
				Engineering Asistant (3.0) 09/16/24-09/18/24	177.39
				Project Manager (40.0) 09/16/24-09/20/24	2,207.60
					3,331.07
Check	16103	10/04/2024	NVB Equipment, Inc.		
Bill	SQ17570	09/30/2024		NG-1 Air Conditioning Service & Repair	2,393.60
Bill	SQ17493	09/30/2024		NG-3 Air Conditioning Service & Repair	2,317.74
Bill	SQ17569	09/30/2024		NG-9 Air Conditioning Service & Repair	1,477.41
Bill	SQ17494	09/30/2024		NG-10 Air Conditioning Service & Repair	1,152.36
					7,341.11
Check	16104	10/04/2024	Odyssey Power Corporation		
Bill	139918	09/30/2024		Generator Emergency Service Call - 09/23/2024	1,080.90
Bill	139900	09/30/2024		Portable Generator Service Call 2nd Follow-up for 03/01/2024	1,781.62
					2,862.52

Type	Num	Date	Name	Memo	Paid Amount
<b>Check</b>	<b>16105</b>	<b>10/04/2024</b>	<b>PumpMan</b>		
Bill	130000003	08/22/2024		Pump #1 Replacement Labor	2,795.00
Bill	130000221	09/26/2024		Lift Stations Maintenance (4) 07-09/2024	14,555.00
					17,350.00
<b>Check</b>	<b>16106</b>	<b>10/04/2024</b>	<b>Southern California Edison</b>	<b>Acct # 700472251517</b>	
Bill	700472251517 092024	09/19/2024		Willow Sep-2024	334.48
				Brookhurst Sep-2024	245.34
				Hammon Sep-2024	933.51
				Westminster Sep-2024	1,146.06
					2,659.39
<b>Check</b>	<b>16107</b>	<b>10/04/2024</b>	<b>Standard Insurance Company Life</b>	<b>Policy # 00 141873 0003</b>	
Bill	001417830003 10/2024	10/01/2024		October - 2024	631.20
				October - 2024	196.32
				October - 2024	238.96
				October - 2024	436.16
				October - 2024	96.00
					1,598.64
<b>Check</b>	<b>16108</b>	<b>10/04/2024</b>	<b>TSP Printing</b>		
Bill	14845	09/30/2024		Driver Vehicle Inspection Books (2,750)	1,082.89
					1,082.89
<b>Check</b>	<b>16109</b>	<b>10/04/2024</b>	<b>Underground Service Alert</b>	<b>MCSDDIST</b>	
Bill	920240438	09/30/2024		Underground Dig Alerts September-2024 (10)	28.50
					28.50
<b>Check</b>	<b>16110</b>	<b>10/04/2024</b>	<b>UniFirst Corporation</b>		
Bill	2190237127	09/27/2024		Sept - 2024	235.60
Bill	2190237128	09/27/2024		Sept - 2024	83.30
Bill	2190237129	09/27/2024		Sept - 2024	77.80
Bill	2190237130	09/27/2024		Sept - 2024	19.05
					415.75
<b>Check</b>	<b>16111</b>	<b>10/04/2024</b>	<b>VNCR</b>	<b>10/1/24 - 10/10/24</b>	
Bill	2024 / 10-415	10/01/2024		Radio talkshow 20 min (3) 10/01/24 - 10/10/24	1,950.00
					1,950.00
<b>Check Total</b>					<b>\$641,825.14</b>
<b>ACH Payment</b>	<b>1002727935</b>	<b>09/06/2024</b>	<b>CalPERS-Fiscal Services Division</b>	<b>Tier 1 Misc Retirement Plan</b>	
Bill	100000017662545	09/05/2024		Unfunded liability for Tier 1 Misc. Retirement Plan - projected 6/30/2025	165,363.60
				Unfunded liability for Tier 1 Misc. Retirement Plan - projected 6/30/2025	109,278.24
				Unfunded liability for Tier 1 Misc. Retirement Plan - projected 6/30/2025	141,154.87
				Unfunded liability for Tier 1 Misc. Retirement Plan - projected 6/30/2025	26,673.29
					442,470.00
<b>ACH Payment</b>	<b>1002727939</b>	<b>09/06/2024</b>	<b>CalPERS-Fiscal Services Division</b>	<b>Tier 2 Misc. Retirement Plan</b>	
Bill	100000017662546	09/05/2024		Unfunded liability for Tier 2 Misc. Retirement Plan - projected 6/30/2025	11,902.00
					11,902.00
<b>ACH Payment</b>	<b>1002727937</b>	<b>09/06/2024</b>	<b>CalPERS-Fiscal Services Division</b>	<b>PEPRA Misc. Retirement Plan</b>	
Bill	100000017662547	09/05/2024		Unfunded liability for PEPRA Misc. Retirement Plan - projected 6/30/2025	7,055.06
				Unfunded liability for PEPRA Misc. Retirement Plan - projected 6/30/2025	873.30
				Unfunded liability for PEPRA Misc. Retirement Plan - projected 6/30/2025	840.77
				Unfunded liability for PEPRA Misc. Retirement Plan - projected 6/30/2025	10,114.87
					18,884.00
<b>ACH Payment</b>	<b>FY25M1026</b>	<b>09/25/2024</b>	<b>WEX Health Inc</b>	<b>Customer ID 45927</b>	
Bill	0002018242-IN	08/31/2024		Monthly HRA Admin Fee Aug 2024	30.00
				Monthly HRA Admin Fee Aug - 2024	48.00
					78.00

Type	Num	Date	Name	Memo	Paid Amount
<b>ACH Payment</b>	<b>47452079924</b>	<b>09/25/2024</b>	<b>US Bank Corporate Payment System</b>	<b>Acct # 4246 0445 5568 5498</b>	
Bill	42460445556854980924	09/23/2024		CAL-Card Expenses Sep-2024	24,016.62
					24,016.62
<b>ACH Payment</b>	<b>1002746547</b>	<b>10/04/2024</b>	<b>CalPERS - Health Benefits</b>	<b>6882866561</b>	
Bill	17679908	10/01/2024		2024_10	7,030.26
					7,030.26
<b>ACH Payment</b>	<b>1002746552</b>	<b>10/04/2024</b>	<b>CalPERS - Health Benefits</b>	<b>6882866561</b>	
Bill	17679905	10/01/2024		2024_10	9,825.16
				2024_10	25,905.23
				2024_10	15,462.02
				2024_10	7,807.66
				2024_10	3,000.44
				2024_10	6,366.44
				2024_10	6,855.10
				2024_10	448.15
					75,670.20
<b>ACH Payment</b>	<b>1002748660</b>	<b>10/04/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	09/16/24 - 09/29/24	09/29/2024		Earned Period 09/15/24 - 09/29/24	1,775.59
				Earned Period 09/15/24 - 09/29/24	3,303.32
				Earned Period 09/15/24 - 09/29/24	3,514.12
				Earned Period 09/15/24 - 09/29/24	1,299.97
					9,893.00
<b>ACH Payment</b>	<b>1002748661</b>	<b>10/04/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	09/16/24 - 09/29/24	09/29/2024		Earned Period 09/15/24 - 09/29/24	1,705.69
				Earned Period 09/15/24 - 09/29/24	3,173.25
				Earned Period 09/15/24 - 09/29/24	3,375.75
				Earned Period 09/15/24 - 09/29/24	1,248.77
					9,503.46
<b>ACH Payment</b>	<b>1002748662</b>	<b>10/04/2024</b>	<b>CalPERS-Retirement</b>	<b>6882866561</b>	
Bill	09/16/24 - 09/29/24	09/29/2024		Earned Period 09/15/24 - 09/29/24	126.18
				Earned Period 09/15/24 - 09/29/24	234.73
				Earned Period 09/15/24 - 09/29/24	249.71
				Earned Period 09/15/24 - 09/29/24	92.38
					703.00
<b>ACH Payments Total</b>					<b>\$600,150.54</b>
<b>Payroll</b>		<b>10/02/2024</b>		<b>Employee Payroll</b>	<b>94,856.88</b>
<b>Payroll</b>		<b>10/04/2024</b>		<b>Board Payroll</b>	<b>8,034.23</b>
<b>Payroll Total</b>					<b>\$102,891.11</b>
<b>Total Disbursements</b>					<b>\$1,344,866.79</b>
<b>Transfers</b>					
<b>Transfers Total</b>					<b>\$0.00</b>

AGENDA ITEM 7B

Date: October 15, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Ashley Davies, Director of Services and Program Development  
Subject: Approve the October 2, 2024 Outreach Committee Recommendations

**BACKGROUND**

At the April 5, 2022 meeting the Board approved the formation of a standing Outreach Committee. The Outreach Committee usually meets on the first Wednesday of each month to plan and discuss upcoming outreach activities.

**DISCUSSION**

The Outreach Committee met on October 2, 2024 and their recommendations are as follows:

1. The Committee recommends that the District participate in two radio outreach programs. Two directors will attend each radio program. Appointments will be set up for October.
2. The Committee recommends participating in the City of Westminster Têt Parade in 2025 and adding the EV Bolt and Flatbed to the parade.
3. The Midway City Sanitary District recommends booking The Habit for the 2025 Open House scheduled for January 25, 2025.

**FISCAL IMPACT**

The potential fiscal impact of the Outreach Committee’s recommendations are as follows:

- Monthly radio outreach \$4,000
- The Habit \$8,000

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve the Outreach Committee’s recommendations as presented.

**ATTACHMENTS**

None.

## AGENDA ITEM 7C

Date: October 15, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Milo Ebrahimi, P.E., District Engineer  
Subject: Receive and File the Engineer Report for September 2024

### **BACKGROUND**

District Engineer prepares a monthly report for the Board of Directors to inform about engineering and engineering related activities. This report includes monthly progress of District projects, reviewed plans, sewer department projects and activities, trainings and meetings, preventive maintenances and repairs of the district assets, and more.

### **DISCUSSION**

1. Hazard Mitigation Assistance Study or FEMA Study for Microgrid Project
  - 1.1. The District started working on a Request For Proposals (RFP) to prepare a Hazard Mitigation Plan for the development of a FEMA study for a microgrid project. A microgrid is a group of interconnected energy-consuming devices and equipment (e.g., homes, businesses, or industrial facilities) and distributed energy resources within clearly defined electrical boundaries that act as a single controllable entity with respect to the utility grid.
  - 1.2. The RFP will be published by the end of the month.
2. Westminster Mall project
  - 2.1. There is no update on the project this month.
3. Plans Reviewed
  - 3.1. Sewer permits (this month): 18.
  - 3.2. Sewer permits (this fiscal year end): 68.
  - 3.3. Development projects (trash enclosures and/or sewer lines): 7.
4. Sewer department projects
  - 4.1. Sewer System Master Plan (SSMP) Project by AKM
    - 4.1.1. SSMP is in progress. There is a monthly meeting with AKM about progress of SSMP and SSMP Audit.
    - 4.1.2. AKM will finish in about 7 months according to the new project schedule. A few months' delay is due to Amendment No. 2, which was approved by the Board on March 19, 2024, to the original agreement with AKM. GPS survey of manholes is

completed for engineering analysis and Hydraulic Model. AKM is checking the surveying data.

#### 4.2. SSMP Audit by AKM

- 4.2.1. SSMP Audit was approved by the by Board on June 4, 2024, as an Amendment 3 to AKM agreement.
- 4.2.2. The Audit Report is due within six months after the end of the required 3-year audit period which was May 2, 2024.
- 4.2.3. The final report is provided to the District.
- 4.2.4. AKM completed SSMP Goals and Introduction (task 1 of the project).
- 4.2.5. AKM completed Organization (task 2 of the project).
- 4.2.6. AKM completed Legal Authority (task 3 of the project).
- 4.2.7. AKM completed Operation and Maintenance Program (task 4 of the project).
- 4.2.8. AKM worked on Design and Performance Provisions (task 5 of the project).
- 4.2.9. AKM completed Spill Emergency Response Plan (task 6 of the project).
- 4.2.10. AKM worked on Sewer Pipe Blockage Control Program (task 7 of the project).
- 4.2.11. AKM completed System Evaluation, Capacity Assurance, and Capital Improvements (task 8 of the project).
- 4.2.12. AKM completed Monitoring, Measuring, and Program Modification (task 9 of the project).
- 4.2.13. AKM completed Monitoring, Measuring & Program Modification (task 10 of the project).
- 4.2.14. AKM completed Communication Program (task 11 of the project).
- 4.2.15. AKM completed Staff Interview and Meetings (task 12 of the project).

#### 4.3. Sewer System Cleaning and CCTV Project By Empire Pipe Cleaning & Equipment

- 4.3.1. The contractor has finished about 90 percent of the project so far.
- 4.3.2. Contractor will finish in about 3 months.
- 4.3.3. District Engineer will collaborate with Contractor and AKM to link the CCTV inspection report with GIS in a new software application.
- 4.3.4. There is a need for storage to store and retrieve all CCTV videos in a single drive with backup capability for future reference.

#### 4.4. Manholes at Westminster Boulevard and Springdale Street Siphon Project by AKM

- 4.4.1. There is a blocked and possibly damaged siphon at the intersection of Westminster Blvd and Springdale St.
- 4.4.2. District is working with AKM to prepare an emergency construction repair plans and specs for construction of two manholes to restore the sewer flow. The project is still in the design phase.

- 4.4.3. The plans and specifications will be ready in about one month. The Plans should be reviewed by other utility agencies and companies, and the City of Westminster to prevent any conflicts.
5. Sewer Department Activities
  - 5.1. Sewer System Issue
    - 5.1.1.0.5 or 1 inch PVC pipe extending from a private lateral in Walt Street to the public sewer main and may cause blockage at some point of time. However, this case is not an emergency case at this point. The District has sent a letter to the resident to address the issue.
  - 5.2. There was not any new sewer emergency case this month.
  - 5.3. There was not any sewer system overflow this month.
  - 5.4. 73 hotspot locations were cleaned this month.
  - 5.5. About 24 hotspot locations were checked weekly.
  - 5.6. About 51,000 linear feet (9.7 miles) of sewer line was cleaned on the east and west side.
6. Trainings and Meetings (not project related)
  - 6.1. District Engineer, Lead Fleet Maintenance Mechanic, and Lead Solid Waste Worker attended the Step Up To Leadership Training at Dale Carnegie of Orange County.
  - 6.2. Engineering Technician attended Development Review Team (DRT) meetings at the City of Westminster.
  - 6.3. District Engineer attended the virtual meeting for Advanced Clean Fleets - Truck Regulation Implementation of Truck Regulation Implementation Group (TRIG).
  - 6.4. Staff including the District Engineer attended 85<sup>th</sup> Anniversary Open House.
  - 6.5. District Engineer and Director of Operation/Safety attended OC San Capital Facilities Capacity Charges (CFCC) meeting.
  - 6.6. General Manager, Director of Director of Servs. & Program Development, and District Engineer attended Assemblyman Tri Ta Grant Writing Workshop.
  - 6.7. Staff including the District Engineer attended the Employee Luncheon.
  - 6.8. Office Staff including the District Engineer participated in the second round interviews for the Director of Finance positions.
7. Preventive Maintenances (PM) and Repairs
  - 7.1. Clean Energy performed the monthly PM services on the CNG station at the yard.
  - 7.2. All the tanks of District owned Generators are filled with gasoline including the newly bought portable generator.
  - 7.3. Pump number 1 in Westminster lift station was replaced with a new pump due to pump failure because of moisture in the pump.
8. Regulation and Reporting
  - 8.1. California Air Resources Board (CARB)



8.1.1. Low Carbon Fuel Standard (LCFS): Quarterly report submitted to the board.

8.2. California Water Resources Control Board (CWRCB)

8.2.1. California Integrated Water Quality System (CIWQS): monthly report submitted to the board.

**FISCAL IMPACT**

Informational report only.

**STAFF RECOMMENDATION**

Staff recommend that the Board of Directors approve and file the Engineer Report.

**ATTACHMENTS**

None.

AGENDA ITEM 7D

Date: October 15, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Nicolas Castro, Director of Operations/Safety

Subject: Recognition and Approval of a 5-year Accident and Injury Free Award for Fleet Maintenance Mechanic, Gustavo Carrera, in the Amount of \$200.00

**BACKGROUND**

As of October 3, 2024, Fleet Maintenance Mechanic, Gustavo Carrera, became eligible for the 5-year Accident and Injury Free Award.

**DISCUSSION**

To promote safety in the operation of District equipment and the encouragement of safety in personal work habits, the Board of Directors has set as District policy the following program:

Accident and Injury Free Awards - All Operations Employees

- 5 yrs \$200.00
- 10 yrs \$300.00
- 15 yrs \$500.00
- 20 yrs Honor plaque and \$750.00
- 25 yrs Honor plaque and \$1,000.00

**FISCAL IMPACT**

\$200.00

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve a 5-year accident and injury free award for Fleet Maintenance, Gustavo Carrera, in the amount of \$200.00.

**ATTACHMENT**

None.

AGENDA ITEM 7E

Date: October 15, 2024  
To: Board of Directors  
From: Robert Housley, General Manager  
Prepared by: Leanne Luu, Human Resources Coordinator  
Subject: Approve Request of Fleet Maintenance Mechanic, Gustavo Carrera to Receive Forty (40) Hours of Vacation Pay in Lieu of Time Off Due to Financial Hardship

**BACKGROUND**

The district’s policy provides employees to request a payout of vacation due to unforeseen financial hardship. The MOU States:

*ARTICLE 5*

*Vacation Leave*

G. The policy of the DISTRICT is to encourage full utilization of vacation time off by all employees. However, each December, an employee may file an irrevocable request to cash-out up to eighty (80) hours of vacation leave. The DISTRICT shall pay each request in the first paycheck of January of the following year. In order to be eligible for this cash-out, the employee must have a remaining balance of at least forty (40) hours of accrued vacation after cashing-out and must have taken a minimum of forty (40) vacation hours in the prior twelve (12) months. Upon an employee’s showing of an unforeseen financial hardship, the Board may grant an additional request that an employee be paid his/her regular rate of pay in lieu of taking up to forty (40) hours of his/her vacation time off in eight (8) hour increments. A decision on such a request is at the sole discretion of the Board of Directors and shall be decided on a case-by-case basis.

**DISCUSSION**

Gustavo Carrera began working at the District in January 2007 and currently receives 20 days of vacation per year. Under the 2015 Employees Memorandum of Understanding (MOU) effective July 1, 2015 employees are eligible for vacation payout in lieu of time off.

**FISCAL IMPACT**

Forty (40) hours at employee’s current rate of pay is \$1,465.60.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Directors review approve Gustavo Carrera’s request to receive 40 hours of vacation pay in lieu of time off due to financial hardship.

**ATTACHMENTS**

1. Personnel letter will be provided at the meeting.

## AGENDA ITEM 9A

Date: October 15, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Milo Ebrahimi, P.E., District Engineer

Subject: Receive and File the Sewer System Management Plan Audit Report

### **BACKGROUND**

The California State Water Resources Control Board (SWRCB) adopted new Statewide Waste Discharge Requirements (WDRs) for sanitary sewer systems on December 5, 2022, pursuant to Order No. 2022-0103-DWQ. The WDRs provide consistent statewide requirements for quantifying and reducing the number of wastewater spills and the volume of wastewater spilled in the State of California. Pursuant to Order No. 2022-0103-DWQ, the Midway City Sanitary District (District) is required to conduct an internal audit of its existing Sewer System Management Plan (SSMP) and to develop and implement an updated Sewer System Management Plan (SSMP) that complies with the new Order. The SSMP is a written plan designed to minimize sanitary spills through proper design, construction, maintenance, operation, and management of the sewage collection system.

The purpose of the audit is to evaluate District's current SSMP in relation to the newly adopted Order 2022-0103-DWQ and make recommendations to bring it into compliance with the new Order. There are several additional requirements included in the new Order that the District will have to comply with when the SSMP is next updated (the District's next SSMP update is due May 2, 2025). The audit is for the period of May 2, 2021 through May 2, 2024, and an audit report must be submitted into the online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database by November 2, 2024, six months after the audit period ends.

On June 4, 2024, the Board of Directors approved amendment No. 3 to an existing agreement with AKM Consulting Engineers to prepare the required SSMP Audit.

### **DISCUSSION**

Pursuant to Order No. 2022-0103-DWQ, at minimum, the audit must:

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
- Evaluate the Enrollee's compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and
- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The District must submit a complete audit report to the CIWQS Sanitary Sewer System Database that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators' input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

AKM Consulting Engineers (AKM) has finished the SSMP Audit for the District and has prepared the attached SSMP Audit Report based on Reporting Requirements of the newly adopted Order. Diann Pay with AKM will be present at the meeting to present and answer questions.

The Audit Report recommends several actions for the District to enhance its SSMP. Key recommended actions include:

- Updating the SSMP to include detailed goals, regulatory context, and a schedule for updates.
- Renewing maintenance contracts, improving documentation of cleaning activities, and investing in a Computerized Maintenance Management System (CMMS).
- Tracking training records electronically and establishing new training topics.
- Updating the Design and Construction Requirements for Sanitary Sewers document and including pump station criteria and inspection procedures.
- Developing a method to prioritize corrective actions, considering environmental consequences and assets vulnerable to climate change impacts.
- Updating the SSMP to describe the capacity analysis completed for the Sewer Master Plan and to include a project schedule with completion dates and funding sources.
- Tracking spills for trend analysis.
- Ensuring effective communication with the public and other system operators.
- Regularly reviewing audit recommendations to ensure continuous improvement.

Moving forward, the District implement these recommendations through a structured timeline and regular progress reviews to ensure all updates and improvements are effectively integrated into the SSMP. A summary of all recommendations can be found on pages 10-3 through 10-6 in the attached document.

#### **FISCAL IMPACT**

None.

#### **STAFF RECOMMENDATION**

Receive and file the SSMP Audit Report 2024.

#### **ATTACHMENTS**

1. SSMP Audit Report 2024 prepared by AKM Consulting Engineers.



# MIDWAY CITY SANITARY DISTRICT

## Sewer System Management Plan Program Audit

October 2024



Prepared for:

Midway City Sanitary District  
14451 Cedarwood Street  
Westminster, CA 92683

Prepared By:

AKM Consulting Engineers  
553 Wald  
Irvine, CA 92618

**MIDWAY CITY SANITARY DISTRICT**  
**SEWER SYSTEM MANAGEMENT PLAN**  
**PROGRAM AUDIT**



*Date of Signing: 10/01/24*

Prepared for:

Midway City Sanitary District  
14451 Cedarwood Street  
Westminster, California 92683

Prepared by:

AKM Consulting Engineers  
553 Wald  
Irvine, California 92618  
(949) 753-7333

**October 2024**

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## SECTION B BACKGROUND

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### **B-1 SANITARY SEWER SYSTEM WASTE DISCHARGE REQUIREMENTS**

The California State Water Resources Control Board (State Water Board) adopted Statewide Waste Discharge Requirements for sanitary sewer systems, Water Quality Order No. 2022-0103-DWQ (Order 2022-0103-DWQ). The new Order was adopted on December 5, 2022 and became effective on June 5, 2023. The required elements of the Sewer System Management Plan (SSMP) are provided in Attachment D of Order 2022-0103-DWQ.

The primary purpose of the Statewide Waste Discharge Requirements is to provide consistent statewide requirements for quantifying and reducing the number of wastewater spills and the volume of wastewater spilled in the state of California. The Sewer System Management Plan (SSMP) is a living planning document that documents ongoing local sewer system management program activities, procedures, and decision-making – at the scale necessary to address the size and complexity of sanitary sewer systems.

### **B-2 SEWER SYSTEM MANAGEMENT PLAN AND AUDIT**

Provision 5.2 of Water Quality Order No. 2022-0103-DWQ (Order 2022-0103-DWQ) sets the requirement for the preparation of a Sewer System Management Plan that addresses proper funding, management, operation and maintenance of the sanitary sewer collection system:

*To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies.*

Provision 5.4 of Order 2022-0103-DWQ specifies mandatory elements of the SSMP. It requires:

*The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. **Within six months after the end of the required 3-year audit period**, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.*

*The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:*

- Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;*

- Evaluate the Enrollee’s compliance with this General Order;
- Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and
- Identify necessary modifications to the Sewer System Management Plan to correct deficiencies

The Enrollee shall submit a complete audit report that includes:

- Audit findings and recommended corrective actions;
- A statement that sewer system operators’ input on the audit findings has been considered; and
- A proposed schedule for the Enrollee to address the identified deficiencies.

**B-3 SEWER SYSTEM MANAGEMENT PLAN AUDIT 2024**

The end of MCSD’s 3-year audit period is 5/2/2024 as shown in the image below. This means the audit period is 5/2/2021 through 5/2/2024. The audit report is due to be submitted to the State Water Resources Control Board six months after the end of the required 3-year audit period or 11/2/2024.

**Figure B-1  
Sewer System Management Plan Due Dates**

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Midway City SD CS	8SSO10588	5/2/2009	5/2/2014	5/2/2019	5/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Midway City SD CS	8SSO10588	5/2/2011	5/2/2013	5/2/2015	5/2/2017	5/2/2019	5/2/2021	5/2/2024

This audit evaluates the effectiveness of the MCSD’s current SSMP by individually addressing the eleven elements of the SSMP as listed below:

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. Fats, Oil, and Grease Control Plan

8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement and Program Modification
10. Sewer System Management Plan Audits
11. Communication Program

Each section of the audit is structured to discuss the following:

- Requirements of Order 2022-0103-DWQ
- Description of what MCSD has done to comply with past Waste Discharge Requirements
- Recommendations for updating or improving the Plan to comply with new requirements of Order 2022-0103-DWQ

#### **B-4 SEWER SYSTEM MANAGEMENT PLAN UPDATE 2025**

MCSD's next required SSMP Update is due 5/2/2025.

Provision 5.5 of Order 2022-0103-DWQ requires:

*At a minimum, the Enrollee shall update its Sewer System Management Plan every six (6) years after the date of its last Plan Update due date. The Updated Sewer System Management Plan must include:*

- *Elements required in Attachment D (Sewer System Management Plan – Required Elements) of this Order;*
- *Summary of revisions included in the Plan update based on internal audit findings; and*
- *Other sewer system management-related changes.*

Following the completion of this SSMP Audit or even prior to the completion, MCSD will take the necessary steps to follow the provided recommendations and continue to improve their SSMP to be compliant with Order 2022-0103-DWQ.

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## SECTION 1

### GOALS AND INTRODUCTION

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#### **1-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS**

Order 2022-0103-DWQ requires a “Goals and Introduction” section of the Sewer System Management Plan to provide and address the following:

*The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.*

*The Plan must include a narrative Introduction section that discusses the following items:*

**1. Regulatory Context**

*The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.*

**2. Sewer System Management Plan Update Schedule**

*The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.*

**3. Sewer System Asset Overview**

*The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:*

- *Location, including county(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percent of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

*Additionally, the Plan Introduction section must provide reference to the Enrollee’s up-to-date map of its sanitary sewer system.*

**1-2 COMPLIANCE**

**1-2.1 GOALS**

Midway City Sanitary District’s (MCSD) current Sewer Master Plan (SMP), dated March 2022, is utilized as its Sewer System Management Plan (SSMP) document as well. Due to this format, it does not seem that all SSMP required elements are clearly addressed. MCSD’s goals for proper management, operation and maintenance of all parts of the sewer system to avoid sewer spills and to contain and mitigate spills that do occur are not stated in the current SMP. It is recommended that a separate document specific to the SSMP required elements be developed, including one section called “Goals and Introduction”. MCSD’s goals for managing, operating, and maintaining the sewer system should be clearly stated in this section of the SSMP document.

**1-2.2 REGULATORY CONTEXT**

Order 2022-0103-DWQ requires that “*The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.*”

This regulatory context will need to be added to MCSD’s SSMP document upon the next update. MCSD will need to generally describe its SSMP program elements and discuss how they are implemented and updated over time.

**1-2.3 SEWER SYSTEM MANAGEMENT PLAN UPDATE SCHEDULE**

Order 2022-0103-DWQ requires that “*The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.*”

A schedule for updating the SSMP and for conducting audits must be included in the Introduction section of the SSMP document. MCSD should include Figure 1-1, which is provided on the State Water Resources Control Board website and includes MCSD’s SSMP Update and Audit due dates. It is recommended that MCSD include a tentative schedule of milestones such as when the work on internal audits and SSMP updates are expected to begin and be completed, keeping in mind that SSMP updates must be approved and accepted by MCSD’s Board of Directors.

**Figure 1-1  
Sewer System Management Plan Due Dates**

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Midway City SD CS	8SSO10588	5/2/2009	5/2/2014	5/2/2019	5/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Midway City SD CS	8SSO10588	5/2/2011	5/2/2013	5/2/2015	5/2/2017	5/2/2019	5/2/2021	5/2/2024



The end of MCSD’s 3-year audit period is 5/2/2024 as shown in Figure 1-1. This means the audit period is 5/2/2021 through 5/2/2024. The audit report is due to be submitted to the State Water Resources Control Board six months after the end of the required 3-year audit period or 11/2/2024. MCSD’s next required Sewer System Management Plan Update is due 5/2/2025.

**1-2.4 Sewer System Asset Overview**

Order 2022-0103-DWQ requires that the Plan Introduction provide a description of the Enrollee-owned assets as well as a description of the service area that includes but not limited to:

- *Location, including count(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percent of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

*Additionally, the Plan Introduction section must provide reference to the Enrollee’s up-to-date map of its sanitary sewer system.”*

MCSD will need to expand the introduction to include a description of the aforementioned items. This information can be found in MCSD’s current Sewer Master Plan, sewer GIS, sewer hydraulic model, and/or recent studies. MCSD has up-to-date maps in its newly developed Spill Emergency Response Plan (SERP). The system map needs to be included or referenced in the Plan Introduction.

**1-3 SUMMARY OF RECOMMENDATIONS**

MCSD’s current SSMP document does not include a clear list of goals for properly managing, operating, and maintaining MCSD’s sewer system to reduce and prevent sewer spills as well as contain and mitigate any spills that do occur. The new Order 2022-0103-DWQ requires an expansion of the introductory section of the SSMP. MCSD will need to add context to its Goals section so that it includes an Introduction section as well that complies with the new requirements. The introduction must include:

1. Include system specific goals for properly managing, operating, and maintaining the sewer system to reduce and prevent sewer spills as well as contain and mitigate any spills that do occur.
2. In addition, Order 2022-0103-DWQ requires an expansion of the introductory section of the SSMP. MCSD will need to add context to its Introduction and Goals section so that it includes:
  - a. Regulatory context that generally describes the SSMP program elements and discusses how they are implemented and updated over time.

- b. A schedule for updating the SSMP and for conducting audits with a tentative schedule of milestones
- c. A description of the sewer system assets and sewer service area
- d. An up-to-date map(s) of the sewer system

The following items are recommended to be added and/or updated in the Organization section of the SSMP document:

1. Ensure that the identified LRO meets the criteria of Section 5.1 of Order 2022-0103-DWQ
2. Update the information for the currently designated LRO(s)
3. Review and update the Organizational Chart and SSMP Responsibilities table as needed when the SSMP document is updated
4. Ensure that the next SSMP references the new 2023 SERP document as needed, to meet all requirements

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## SECTION 2 ORGANIZATION

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### **2-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS**

Order 2022-0103-DWQ requires that the SSMP *identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:*

- (a) *The name of the Legally Responsible Official as required in Section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- (b) *The position titles, telephone numbers, and email addresses for management, administrative and maintenance positions responsible for implementing specific Sewer System Management Plan elements;*
- (c) *Organizational lines of authority; and*
- (D) *Chain of communication for reporting spills, from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)*

### **2-2 COMPLIANCE**

#### **2-2.1 LEGALLY RESPONSIBLE OFFICIAL**

Order 2022-0103-DWQ requires that the SSMP identify “*the name of the Legally Responsible Official*”.

Per Section 5.1 of Order 2022-0103-DWQ, the Legally Responsible Official (LRO) must have responsibility over management of the sewer system and be authorized to make managerial decisions that govern the operation of the sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The LRO must have or have direct authority over individuals that:

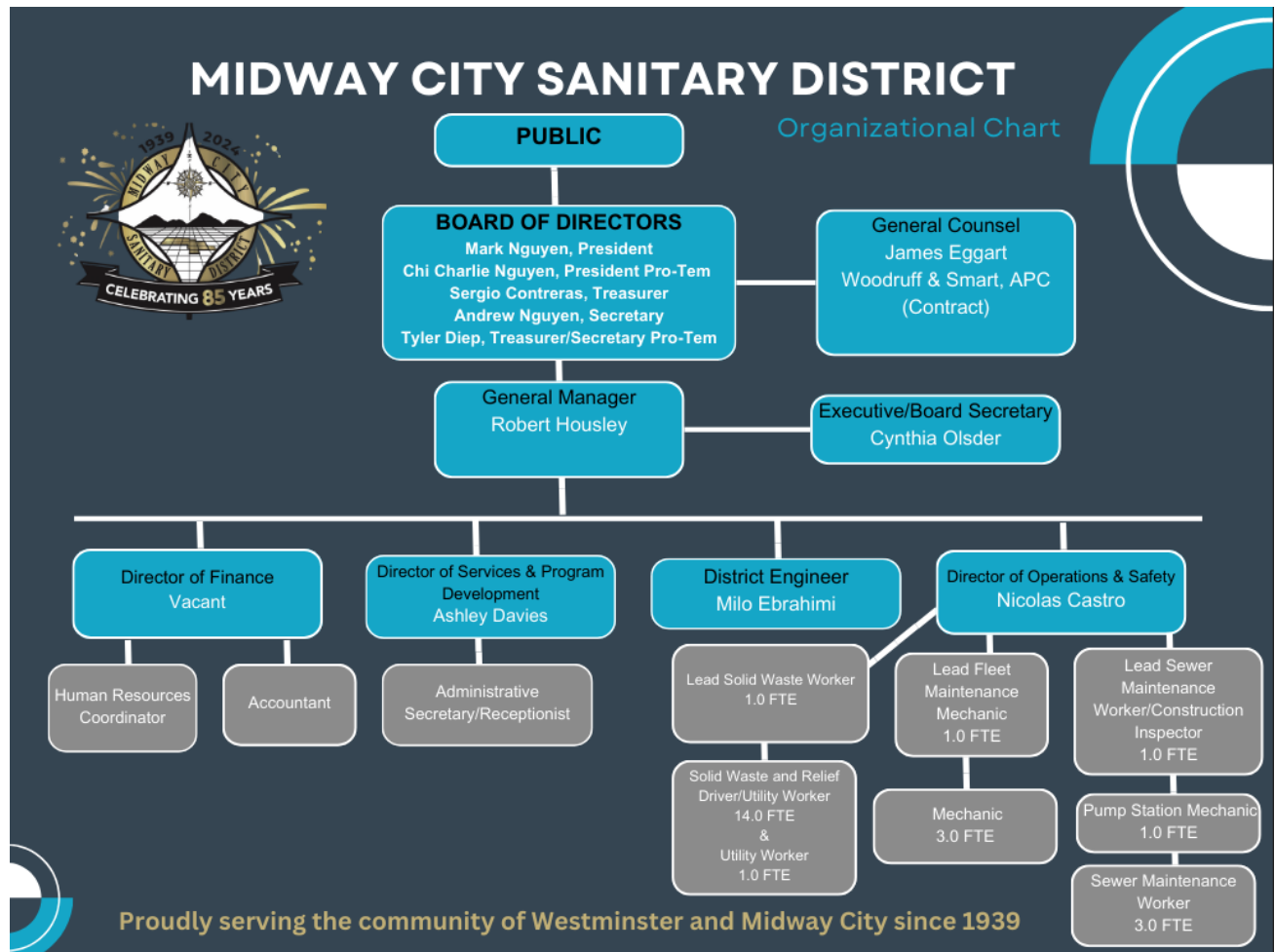
- Possess a recognized degree or certificate related to operations and maintenance of sanitary sewer systems, and/or
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training, and experience.

MCSO shall ensure that the identified LRO meets the aforementioned criteria. More than one LRO can be named if desired. MCSO’s 2023 Spill Emergency Response Plan (SERP) document identifies the District Engineer and the Director of Operation and Safety, as the legally responsible officials. This section needs to be updated with the information for the currently designated LRO(s) in the next SSMP Update.

**2-2.2 ORGANIZATION CHART AND ORGANIZATIONAL LINES OF AUTHORITY**

Order 2022-0103-DWQ requires that the SSMP identify “the position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan elements.” MCSD’s current 2022 Sewer Master Plan (SMP) provides this information as shown on Figure 2-1. The Organizational Chart clearly illustrates the organizational lines of authority within MCSD. MCSD shall review and update the Organizational Chart and SSMP Responsibilities table as needed when the SSMP Update is developed. Phone numbers and email addresses should be added to the Organizational Chart as required by Order 2022-0103-DWQ.

**Figure 2-1  
MCSD Organizational Chart**



A table should be added to the SSMP that lists the SSMP tasks and which MCSD position is responsible for ensuring that the tasks are completed. An example format of the table is provided in Table 2-1. In this format, there can be more than one position assigned to each task at different levels of involvement (i.e. approves, oversees, participates, implements).

**Table 2-1  
SSMP Responsibilities**

<b>Task</b>	<b>Board of Directors</b>	<b>General Counsel</b>	<b>General Manager</b>	<b>District Engineer</b>	<b>Director of Operations &amp; Safety</b>	<b>Lead Sewer Maintenance Worker</b>
SSMP Development Plan and Schedule	Review, Approve		Reviews	Oversees		Participates
Legal Authority	Review, Approve	Oversees	Reviews	Participates		
Fats, Oils, and Grease Program	Review, Approve		Reviews	Oversees		Participates
Final SSMP Document	Review, Approve		Reviews	Oversees	Participates	Participates
Sewer Enterprise Funding Plan	Review, Approve		Reviews	Oversees	Participates	
Goals of SSMP			Reviews	Oversees	Participates	Participates
Organization of SSMP			Reviews	Oversees	Participates	Participates
Up to Date Map of Collection System, Pumping Facilities, and Stormwater Conveyances			Reviews	Oversees	Participates	Participates
System Evaluation and Capacity Assurance Plan			Reviews	Oversees		
Sewer System Rehabilitation Plan			Reviews	Oversees	Participates	Participates
FOG Outreach			Reviews	Oversees		
Plan for FOG Disposal			Reviews	Oversees	Participates	Participates
FOG Source Control Measures			Reviews	Oversees	Participates	Participates
Design and Construction Standards			Reviews	Oversees		
Procedures and Standards for Inspection and Testing			Reviews	Oversees	Participates	Participates
SSMP Monitoring			Reviews	Oversees	Participates	Participates
SSMP Internal Audits			Reviews	Oversees	Participates	Participates
SSMP Communication Program			Reviews	Oversees		
Overflow Response Plan				Reviews	Oversees	Participates
Preventative Maintenance Plan				Reviews	Oversees	Implements
CCTV Inspection and Condition Assesment				Oversees	Reviews	Implements
SSO Trend Maintenance				Reviews	Oversees	Implements
Staff Training Program				Reviews	Oversees	Implements
Equipment Inventory				Reviews	Oversees	Implements
Sanitary Sewer Overflows				Reports/Review	Reports/Review	Responds

**2-2.3 CHAIN OF COMMUNICATION FOR SSOs**

Order 2022-0103-DWQ requires that the SSMP include the “*chain of communication for reporting spills, from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)*”

MCSO developed a stand-alone Spill Emergency Response Plan (SERP), dated June 2023, that complies with the new requirements of Order 2022-0103-DWQ, including the SSMP requirements (Attachment D) and the Notification, Monitoring, Reporting, and Recordkeeping Requirements (Attachment E1 and E2). See Section 6 of the SSMP Audit for evaluation of SERP. The SSMP document should be updated with the new information in the 2023 SERP document.

MCSD met and collaborated its spill response procedures with the following agencies to ensure notification procedures were documented correctly:

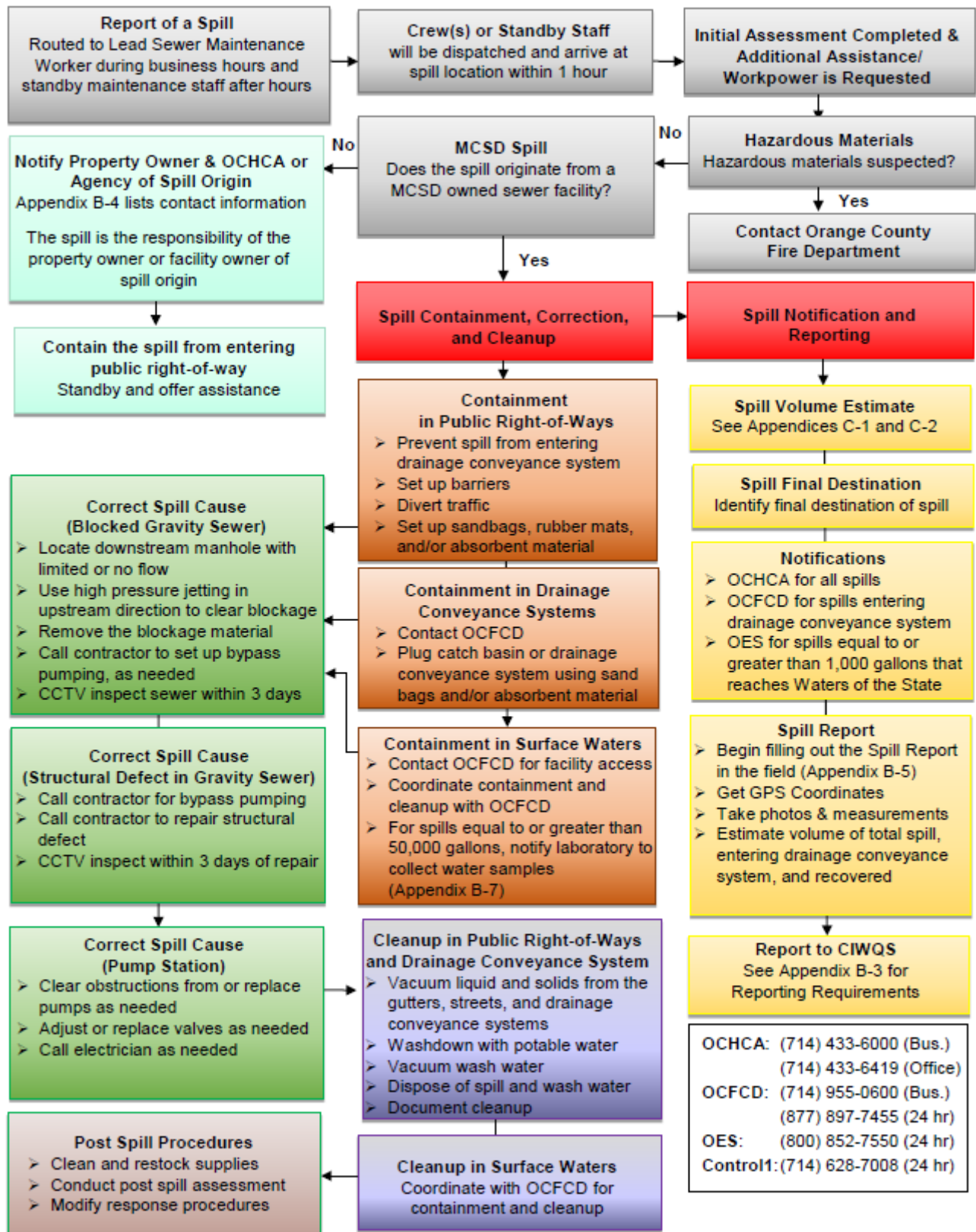
1. State Water Resources Control Board (SWRCB)
2. Regional Water Quality Control Board Region 8 (RWQCB)
3. Orange County Flood Control District (OCFCD)
4. Orange County Health Care Agency (OCHCA)
5. Orange County Sanitation District (OCSAN)
6. SOCAL WDR Group
7. Clean Water Summit Partners.

A Spill Emergency Response Flowchart, shown on Figure 2-2, summarizes the steps MCSD will take for initial spill reporting, spill correction, sewage containment and cleanup, and final spill reporting.

The Spill Emergency Response Flowchart is included in Appendix B of the SERP document, which includes pertinent documents needed in the field when responding to a spill and for reporting purposes. These documents are intended to be a guide for maintenance staff so that appropriate notifications are made and all information needed for reporting is collected. Appendix B of the SERP document includes the following items:

- Appendix B-1 Spill Emergency Response Flowchart
- Appendix B-2 Spill Initial Receipt Form
- Appendix B-3 Spill Notification and Reporting Requirements
- Appendix B-4 Resource Phone List
- Appendix B-5 Sewer Spill Report
- Appendix B-6 Monitoring and Reporting Data by Spill Category Summary
- Appendix B-7 Water Sampling Requirements

**Figure 2-2  
Spill Emergency Response Flowchart**





**2-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in the Organization section of the SSMP document:

1. Ensure that the identified LRO meets the criteria of Section 5.1 of Order 2022-0103-DWQ
2. Update the information for the currently designated LRO(s)
3. Review and update the Organizational Chart and SSMP Responsibilities table as needed when the SSMP document is updated
4. Ensure that the next SSMP references the new 2023 SERP document as needed, to meet all requirements

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## SECTION 3

### LEGAL AUTHORITY

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#### **3-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS**

Order 2022-0103-DWQ requires that the Sewer System Management Plan *must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:*

1. *Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
2. *Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
3. *Require that sewer system components and connections be properly designed and constructed;*
4. *Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
5. *Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
6. *Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.*

Order 2022-0103-DWQ prohibits any discharge from a sanitary sewer system that creates a nuisance or condition of pollution as defined in California Water Code Section 13050(m).

Legal authority is a very important component of a sewage collection agency's responsibility in regulating the usage of the sanitary sewer system.

#### **3-2 COMPLIANCE**

MCSD possesses legal authority through the following documents:

1. Midway City Sanitary District resolutions, agreements, and Ordinances:  
<https://www.midwaycitysanitaryca.gov/ordinances>
  - Resolution No. 2008-03: Establishing connection permit fees
  - Ordinance 10: Regulating and providing for the installation and inspection of main sewer lines and connections
  - Ordinance 13: Establishing rules and regulations relating to maintenance of sewer facilities
  - Ordinance 20: Amending Sections 24 and 25 of the General Regulation Ordinance No. 10
  - Ordinance 63: Adopting fats, oils, and grease control regulations applicable to food service establishments
  - Joint Use of Sewerage Facilities Agreement between Garden Grove Sanitary District and Midway City Sanitary District, dated April 14, 1997

- Consent Agreement for Construction and Maintenance of eight-inch Sewer Main through Storm Drain on Newland cross street Oasis, dated March 25, 2008
  - Basic Accommodations Agreement between the Midway City Sanitary District and the City of Fountain Valley, dated March 5, 1963
  - Water Emergency Response Organization of Orange County (WEROC) Agreement
2. 2010 Design and Construction Requirements for Sanitary Sewers:  
<https://www.midwaycitysanitaryca.gov/construction-requirements>

The relevant document sections that correlate to the Waste Discharge Requirements are summarized in Table 3-1.

**Table 3-1  
MCS D Legal Authority Documents**

Waste Discharge Requirement		Legal Authority Document	Section
a)	Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater, chemical dumping; unauthorized debris; roots; fats, oils, and, grease; and trash, including rags and other debris that may cause blockages;	Ordinance No. 20	Section 24.5 Substances Prohibited Section 24.6 Commercial Grinders Section 24.7 Commercial Liquid Waste
		Ordinance No. 63	Article 2.2 Prohibitions
b)	Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer system during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure	Orange County Flood Control District - Water Quality Ordinance Implementation Agreement	All Sections
		Water Emergency Response Organization of Orange County Agreement	All Sections
c)	Require that sewer system components and connections be properly designed and constructed	Ordinance No. 10	Section 3, Section 4, and Section 5 Sewer Construction And Connection
		2010 Design and Construction Requirements for Sanitary Sewers	All Sections
d)	Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by Enrollee	Ordinance No. 13	Section 19
e)	Enforce any violation of its sewer ordinances agreements, or other legally binding procedures	Ordinance No. 20	Section 25 Penalty Provisions
		Ordinance No. 63	Article 6 Enforcement
f)	Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable	2010 Design and Construction Requirements for Sanitary Sewers	Section 2-3 Sewer Construction on Private Property

### 3-2.1 ILLICIT DISCHARGES

Order 2022-0103-DWQ requires that MCSD have legal authority to *“Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages”*

Illicit discharge requirements are specified in Ordinance No. 20 (Section 24., 24.6, and 24.7) and Ordinance No. 63 (Section 2.2).

**Ordinance No. 20 Section 24.5 Substances Prohibited** states that, *“No person shall discharge into any District sewer (1) rain, surface, or subsurface water. (2) Any cesspool, septic tank, seepage pit or drainfield. (3) Nor shall any collection of (1) and (2) be connected to any lateral leading to the District’s lines. Additional prohibitions may be specified by the General Manager of the District from time to time as he deems necessary to maintain control of the quality of sewage or industrial waste discharged into District facilities.”*

**Ordinance No. 20 Section 24.6 Commercial Grinders** states that *“No commercial food waste grinder shall be connected to the District sewer line without permission of the General Manager and shall require an annual inspection and renewing of the use permit by the District. Further, no commercial food waste grinder shall be connected to any sand or grease interceptor.”*

**Ordinance No. 20 Section 24.7 Commercial Liquid Waste** states that, *“Except as otherwise provided herein, Commercial Liquid Waste shall not be discharged into the District’s sewer system unless it is first processed through an appropriate trap or interceptor designed to the specifications of the District. Commercial Liquid Waste is defined as waste containing grease, flammable waste, sand, solids, acids or alkaline substances or other ingredients deemed by the District to be harmful to the sewer system.”*

**Ordinance No. 63, Article 2.2 Prohibitions** states that *“The following prohibitions apply to all Food Service Establishments:*

- *Installation of food grinders in the plumbing system of new constructions of Food Service Establishments shall be prohibited. Furthermore, all food grinders shall be removed from all existing Food Service Establishments within 180 days of the effective date of these regulations, except when expressly allowed by the FOG Control Program Manager.*
- *Introduction of any additives into a Food Service Establishment’s wastewater system for the purpose of emulsifying FOG is prohibited, unless a specific written authorization from the FOG Control Program manager is obtained.*
- *Disposal of waste cooking oil into drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.*
- *Discharge of wastewater from dishwasher to any grease trap or grease interceptors is prohibited.*
- *Discharge of wastewater with temperatures in excess of 140 degree Fahrenheit to any grease control device, including grease traps and grease interceptors, is prohibited.*
- *The use of biological additives for grease remediation or as a supplement to interceptor maintenance, without prior authorization from the FOG Control Program Manager, is prohibited.*
- *Discharge of wastes from toilets, urinals, wash basins, and other fixtures containing fecal materials to sewer lines intended for grease interceptor service, or vice versa, is prohibited.*
- *Discharge of any waste including FOG and solid materials removed from the grease control device to the sewer system is prohibited. Grease removed from grease interceptors shall be wastehauded*

periodically as part of the operation and maintenance requirements for grease interceptors.

- Operation of grease interceptors with FOG and solids accumulation exceeding 25% of the total operating depth of the grease interceptor (25% Rule).

### 3-2.2 COLLABORATE WITH STORM SEWER AGENCIES

Order 2022-0103-DWQ requires MCSD to have procedures in place to “Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure.”

MCSD worked with the Orange County Flood Control District (OCFCD) during the preparation of the update to its 2024 Spill Emergency Response Plan (SERP). The SERP documents the procedures that MCSD staff will follow in the event that a spill reaches or has the potential to reach any type of drainage conveyance system and/or surface water, whether it is owned by MCSD or OCFCD. The following are excerpts from Section 4-2.4 the 2024 SERP describing coordination with OCFCD:

*“OCFCD and the City of Westminster (City) has entered into a Water Quality Ordinance Implementation Agreement, which allows OCFCD to act on behalf of the City in providing assistance with containment and cleanup of spills within the City’s drainage conveyance systems. Written authorization (via email or text) is needed prior to OCFCD’s response, in order to implement the Agreement.*

*The County has developed an on-line “Water Pollution” service request website (link below) for **all spills** that reach a drainage conveyance system and/or flood control facility. This online reporting may be conducted on a desktop computer or mobile device, and is the best way to notify OCFCD of a spill event. MCSD will be notified of the receipt of the spill report electronically to ensure that the online notification has been conducted appropriately.*

<https://myoceservices.ocgov.com/ServiceRequest>

*The required spill information for the online spill reporting includes:*

- Location
- Date and Time
- Is the spill located on a private property?
- Pollution category
- Is the spill in liquid form?
- What is the volume and units?
- Who is the responsible party?
- Nearest cross streets
- Additional comments

*In addition the online request, the Lead Sewer Maintenance Worker will contact OCFCD by phone if immediate assistance is needed (i.e. access to locked OCFCD facilities, additional guidance for response to large spills, etc.).”*

Orange County Flood Control District (OCFCD)

Business Hours: (714) 955-0600

24 Hour Hotline: (877) 897-7455

After Hours (Control 1): (714) 628-7008

The following are excerpts from Section 4-7 the 2024 SERP describing WEROC agreement:

*MCS D is a member agency of Water Emergency Response Organization of Orange County (WEROC), which supports and manages countywide emergency preparedness, planning, response, and recovery efforts for water and wastewater agencies in Orange County. In the event of a spill, WEROC member agencies, and other nearby agencies can be contacted if additional combination/vactor trucks, equipment, and/or work power are needed.*

### 3-2.3 DESIGN STANDARDS

Order 2022-0103-DWQ requires that MCS D have legal authority to “require that sewers system components and connections be properly designed and constructed.”

The legal authority for proper sewer design and construction is provided in Ordinance No. 10 (Section 3, 4, and 5) and MCS D’s Design and Construction Requirements for Sanitary Sewers, dated November 2010.

**Ordinance No. 10 Section 3, 4, and 5** describe the requirements for sewer construction and connection. Section 3 specifies approved materials for sewer pipes, joints, and connections. Section 4 specifies that pipe must be constructed under the supervision of a District inspector and conform with the requirements of District provisions. Section 5 specifies minimum lateral sizes based on the total number of fixtures.

**The Design and Construction Requirements for Sanitary Sewers** document includes requirements for sewer design, inspection of work, and sewer construction. It is recommended that the design and construction document be reviewed during the next SSMP update and revised by MCS D staff as needed. See Section 5-3 of this audit for further recommendations.

Sewer standard plans are also provided for the following:

- Pipe Installation and Pavement Replacement
- Sewer-Storm Drain Crossing
- 2 Way Clean Out Private Property
- Raised Sewer Manhole in Alley Gutter
- Sewer Clean out Cover and Frame Installation
- Concrete Encasement Type A, B, & C
- Pipeline Separation Requirements
- Pipe Support Beam Across Trenches
- Pipe Support Wall Across Trenches
- Sewer House Lateral at Utility Intersection
- Anchor Block Detail
- Steel Pipe Casing
- Field Closure for V.C.P.
- Bell Ring Insert with PVC Plate Liner
- Un-Lined Manhole for Sewer
- PVC-Lined Manhole for Sewer
- Drop Manhole connection to Standard Manhole
- Standard Manole Frame and Cover
- Bolted Manhole Frame and Cover
- Manhole Adjustment to Grade
- PVC Liner and Gas Flap Installation at Laterals
- Gas Flap Installation for NON\_PVC Lined or Unlined Manholes
- Liner-PVC
- Saddle Connection
- Cut in WYE Connection
- House Laterals, Typical
- Clean Out Detail in Roadway
- Grease Interceptor Tank with Sample Box

### 3-2.4 ACCESS TO LATERAL OWNED AND/OR OPERATED BY MCSD

Order 2022-0103-DWQ requires MCSD to have legal authority to “*Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee.*”

MCSD does not own and/or operate any portion of the service laterals. This requirement therefore does not typically apply except under special circumstances.

**Ordinance No. 13 Section 19** states that “*All house connections, street laterals and appurtenances thereto shall be maintained in a safe and sanitary condition, and all devices or safeguards which are required by this ordinance shall be maintained in good working order.*”

*Except as hereinafter provided, all such house connections, street laterals, appurtenances and devices shall be maintained by the owner of the property served thereby. PROVIDED: That wherever a manhole has been installed at the property line pursuant to the request of the District, the District shall have the obligation to maintain the street lateral lying between said manhole and the adjacent main sewer.*

### 3-2.5 ENFORCEMENT

Order 2022-0103-DWQ requires MCSD to have legal authority to “*Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures.*”

**Ordinance 20, Section 25 Penalty Provisions** states that “*Every person, firm, or corporation, as principal agent, or otherwise, violating or failing, neglecting or refusing to comply with any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not exceeding one hundred dollars (\$100), or by imprisonment not to exceed one (1) month, or by both such fine and imprisonment; and each such person, firm or corporation, as principal, agent or otherwise, shall be guilty of a separate offense for each day during any portion of which a violation of, or failure, neglect, or refusal to comply with, any of the provisions of this ordinance, is committed, continued, or permitted by such person, firm or corporation.*”

**Ordinance 63, Article 6 Enforcement** provides enforcement remedies in response to any permit or Ordinance violations related to the Fats, Oils, and Grease Control Regulations applicable to Food Service Establishments. Article 6 allows for enforcement actions such as permit suspension, permit revocation, termination of service, emergency suspension orders, civil penalties, criminal penalties, and liability for costs and expenses incurred by MCSD for damage or interruption of normal operations.

### 3-2.6 EASEMENT ACCESSIBILITY AGREEMENTS

Order 2022-0103-DWQ requires MCSD to have procedures in place to “*obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.*”

Easement accessibility is ensured through the **Design and Construction Requirements For Sanitary Sewers** document. **Section 2-3 Sewer Construction on Private Property** states that “*Sewer mains constructed on private property that are to be maintained by the Midway City Sanitary District shall be shown within a 20 foot easement to be dedicated to the District. Only under instances approved by the Board of Directors and the District Engineer will sewer within easements be accepted by the District.*”

### 3-2.7 ADDITIONAL AGREEMENTS

Additional agreements related to MCSD's sewer system are described below.

**1. Joint Use of Sewerage Facilities Agreement between Garden Grove Sanitary District and Midway City Sanitary District, dated April 14, 1997**

This agreement between Garden Grove Sanitary District (GGSD) and Midway City Sanitary District (MCSD) is effective as long as the two agencies continue to share sewer facilities or until this agreement is superseded by mutual written agreement of both agencies. The 1997 agreement defines capacity rights, maintenance obligations, financial obligations for replacement or repair of shared sewers and/or cleanup costs due to a spill on shared sewers.

**2. Consent Agreement for Construction and Maintenance of Sewer Main in Newland Street in the City of Westminster, dated March 25, 2008**

This agreement between GGSD and MCSD is for establishing guidelines for the design, construction, and maintenance of ninety five feet of 10-inch PVC C900 sewer, two 48-inch manholes, forty feet of 8-inch sewer, a portion of which goes through twelve feet of stainless steel sewer casing in Newland Street in the City of Westminster (Project No. 7420, Drawing No. A-1782).

GGSD is required to keep the subject facilities in good working order by maintaining the facility regularly and making repairs as necessary to the stainless steel casing in order to prevent and avoid risk of a sewage spill.

MCSD is required to cooperate in good faith with GGSD in a timely and reasonable manner for the design, construction, operation, maintenance and repair of the subject facilities.

**3. Basic Accommodations Agreement between the Midway City Sanitary District and the City of Fountain Valley, dated March 5, 1963**

The purpose of this agreement is to provide for sewer facilities for the area lying north of Edinger Avenue and a strip of area approximately 300 feet wide lying south of Edinger Avenue, between Bushard Street and Euclid Street. The agreement states that maintenance of sewer lines shall be provided by the party owning the sewer lines and the mutual benefits to each party shall be assumed to compensate each party in full without additional fee or charge. It is also stated that the City of Fountain Valley agrees to normal maintenance of the section of MCSD's sewer lying in Edinger Street within the City of Fountain Valley between the limits of Bushard and Brookhurst.

### 3-3 SUMMARY OF RECOMMENDATIONS

The following items are recommended to be added and/or updated in MCSD's legal authority:

1. It is recommended that the design and construction document be reviewed during the next SSMP update and revised by MCSD staff as needed. See Section 5-3 of this audit for further recommendations.



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## SECTION 4

### OPERATION AND MAINTENANCE PROGRAM

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#### 4-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

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Order 2022-0103-DWQ requires that:

*The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system:*

(a) *Updated Map of Sanitary Sewer System*

*An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries.*

(b) *Preventive Operation and Maintenance Activities*

*A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.*

*The scheduling system must include:*

- *Inspection and maintenance activities*
- *Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems.*
- *Regular visual and closed-circuit television inspections of manholes and sewer pipes.*

*The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure*

(c) *Training*

*In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:*

- *The requirements of this General Order;*
- *The Enrollee's Spill Emergency Response Plan procedure and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data.*

(d) *Equipment Inventory*

*An inventory of sewer system equipment, including the identification of critical replacement and spare parts.*

**4-2 COMPLIANCE**

**4-2.1 UPDATED MAP of SANITARY SEWER SYSTEM**

Order 2022-0103-DWQ requires MCSD to have “an up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities within the sewer system service area boundaries.”

MCSD’s updated Spill Emergency Response Plan (SERP), June 2023 includes a map of the sewer system facilities, as well as local drainage conveyance system facilities and open channels/surface waters. The map included as Appendix A-1 of the 2023 SERP report.

Additionally, MCSD is currently working on an update to its Sewer Master Plan. The scope of work for the project includes developing a Sewer Geographical Information System (GIS) of the sewer facilities. The GIS files will include the following data:

- Manholes with ID numbers
- Gravity pipes and force mains with pipe size, inverts, slope, reach length, material, construction plan ID, and year of construction. The map also shows the flow direction in the pipe
- Inverted Siphon locations
- Pump Stations locations
- Frequent Cleaning Maintenance / Hot Spot Locations

The system map will be updated as needed following the completion of the Sewer GIS.

**4-2.2 PREVENTIVE OPERATION AND MAINTENANCE ACTIVITIES**

Order 2022-0103-DWQ requires that the SSMP has “a scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors.”

The scheduling system must include:

- 1) Inspection and maintenance activities;
- 2) Higher -frequency inspections and maintenance of known problem areas, including area with tree root problems;
- 3) Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes

**Routine Inspection and Maintenance Activities**

MCSD conducts the following inspection and maintenance activities:

1. Pipe Cleaning
  - Routine cleaning of the entire gravity sewer system - every 1 to 1-1/2 years
  - Hotspot cleaning (trouble spots and siphons) – monthly
2. Weekly lift station maintenance
  - MCSD staff visits each lift station and conducts general visual observation checks on gas engines, generators, alarms, auto dialers, vent blowers, wet well debris/grease, packing leaks in dry well pumps, valve operation, control panel lights, running time meters, pump sequence, transducer, and

- bubblers
- Lift station alarm testing
- 3. Monthly lift station maintenance
  - Generator at Hammon Lift Station and Westminster Lift Station are automatically exercised every week. MCSD staff logs run hours for South Coast Air Quality Management District (SCAQMD) every month. MCSD previously had a contractor conduct preventative maintenance on the generators. This contract will need to be renewed.
- 4. Quarterly lift station maintenance
  - Pumpman staff conducts inspection and maintenance of all lift station equipment including pumps, wet wells, motors, valves, control panels, and alarms. PumpMan staff checks and records motor voltage and ampere and pump run times and meter reads. Pumpman will exercise valves and pull and clean pumps as needed. Recommendations for improvements are made and approved by MCSD prior to implementation by PumpMan staff. The contract with PumpMan is renewed every year.
  - MCSD staff alternates force mains at lift stations with dual force mains
- 5. Annual lift station maintenance
  - Tesco Controls Inc. inspects the electrical equipment at each lift station
  - Wet well cleaning by contractor

The gravity system consists of approximately 174 miles of pipe. MCSD's goal is to clean the entire system within one to one and a half years. Cleaning of gravity sewers occurs 4 days per week with 2 crews/trucks. About 3,200 feet of pipe is cleaned each day, which equates to 287 work days and 57 full weeks. This means it would take just over a year to clean the entire system. With holidays and vacation days for staff, a goal of one and half years is reasonable. MCSD staff currently records manhole cleaning locations on a productivity sheet (Figure 4-1) but it is not clear which pipes are cleaned and the footage is not recorded. It is recommended that cleaning records include upstream and downstream manhole identification and footage for clarity purposes.

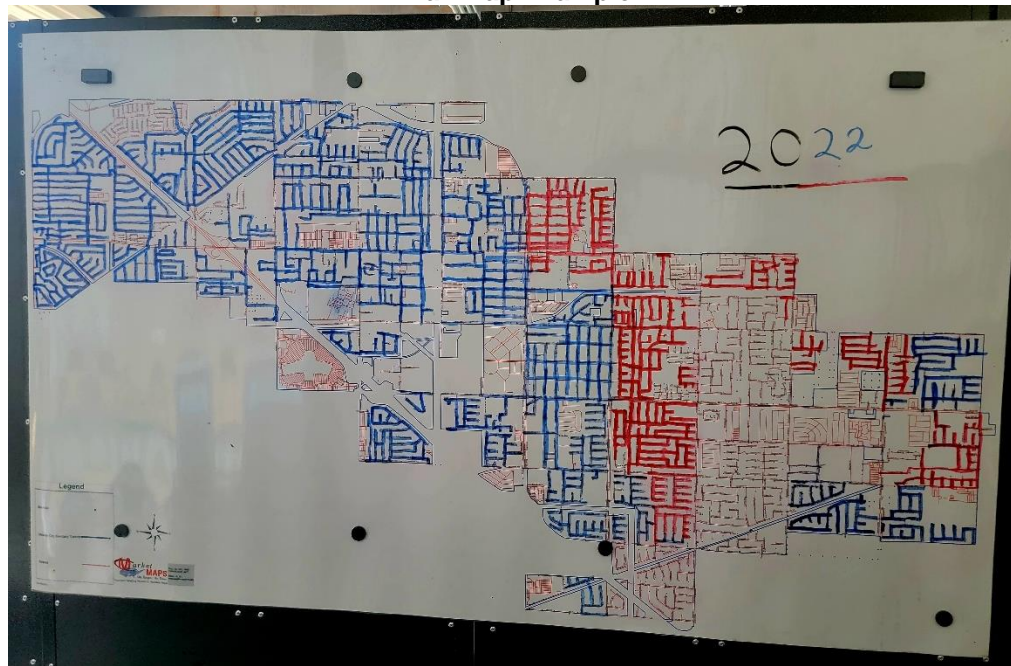
A wall map (Figure 4-2) is highlighted regularly so that staff can keep track of the areas where cleaning has been completed and areas that need to be cleaned. A review of the highlighted maps generally show that the system is being cleaned each year but it was not possible to confirm the exact footage. It is also difficult to determine if the areas that were not cleaned are privately owned and therefore not the responsibility of MCSD.

It is recommended that the daily cleaning areas be documented electronically in lieu of paper logs and a paper map and that MCSD invest in a Computerized Maintenance Management System (CMMS) to assist with planning and tracking maintenance activities. Cleaning of pipes and maintenance activities at the lift stations should all be managed within a CMMS program and would make the audit process much easier in the future as well. On an interim basis, daily cleaning activity should be documented electronically. The cleaning date, location (pipe ID, manhole IDs, street name), length of pipe, and comments (debris extracted, etc.) should be recorded and either entered into a spreadsheet or at minimum, a scan of the logs should be kept on file for easy access.

Figure 4-1  
Productivity Sheet Example

SEWER MAINTENANCE PRODUCTIVITY AND CHECK IN SHEET						
1st Break time start	9:30	2nd Break time start	2:50	Lunch time start	12:45	
to Finish	9:45	to Finish	3:05	to Finish	1:15	
Truck #	12	Workers Name	CODY RANSEN			
Date	1-2-24	Time out of Yard	7:25	Time In Yard	3:15	
Clock In Time		Clock out Time				
Truck #	Miles Start	Miles End	Engine Start	Engine End	Engine Hrs	Disasl. Gallons
LINES CLEANED						
Time Start Cleaning	Time Finish Cleaning	Manhole # Cleaned	Time Start Cleaning	Time Finish Cleaning	Manhole # Cleaned	
7:40	7:55	3214	10:15	10:35	3193	
7:55	8:10	3226	11:20	11:40	3215	
8:10	8:20	3213	11:40	12:05	3242	
8:20	8:45	3225	1:30	1:50	3242	
10:00	10:15	3195	1:50	2:10	3243	
FILLING UP VACTOR WATER TANKS						
Time started	Time Stopped	Location	Time Started	Time Stopped	Location	
8:55	9:05	WILSON ST				
10:50	11:10	WILSON ST				
12:15	12:35	WILSON ST				
2:20	2:40	WILSON ST				

Figure 4-2  
Wall Map Example



**Higher-Frequency/Hotspot Maintenance Areas**

MCSO conducts frequent maintenance in certain portions of the system on a monthly and quarterly basis depending on the need. The frequent maintenance areas are identified from past cleaning records and any previous areas where a spill has occurred. There are 25 siphon locations and 47 hot spot locations. MCSO staff currently cleans the siphon and hot spot locations on a monthly basis. Each month, the cleaning date is entered into a spreadsheet like the one shown on Figure 4-3. If there is a note of “checked”, it means that the water levels and manholes were checked but the location was not cleaned.

**Figure 4-3  
Siphon and Hot Spot Cleaning Record Example**

<b>Street and Location</b>	
<b>Newland &amp; Oasis (done quarterly)</b>	<b>Checked</b>
<b>Kennedy and Madison</b> Clean Alley towards Madison	6/10/2024
<b>Donegal to Kennedy</b> between houses in Garden Grove <b>140'</b>	6/10/2024
<b>Kramer &amp; Dillow</b> Clean east	6/13/2024
<b>Bolsa &amp; Dillow</b> Clean north to Kramer <b>290'</b>	6/13/2024
<b>Moran &amp; Bolsa</b> Clean <b>290ft.</b> towards Bolsa.	6/13/2024
<b>Bushard south of Bolsa</b> by curb on westside Clean east into mobil home park <b>125ft.</b>	6/17/2024
<b>Ward &amp; Flood</b> control by McFadden clean north siphon.	6/11/2024
<b>Ward &amp; Melric</b>	6/11/2024
<b>Nottingham &amp; Marlborough</b> between houses to Cunningham <b>119ft.</b> to siphon	6/11/2024
<b>Margo Lane westside alley north &amp; Alley to Brookhurst 350'</b>	6/12/2024
<b>Brookhurst &amp; Banbury</b>	6/13/2024
<b>Brookhurst south of Margo</b> eastside slow lane clean siphon to fast lane.	6/16/2024
<b>Patrice to Brookhurst 290'</b> Towards Brookhurst	6/12/2024
<b>McFadden &amp; Belgrade</b> clean east siphon	6/17/2024
<b>Bushard &amp; Westwood</b> eastside of Bushard flood control siphon	6/13/2024
<b>Bushard &amp; Stinson</b> eastside of Bushard fast lane to westside fast lane siphon	6/13/2024
<b>Bushard &amp; Calendula</b> eastside of Bushard fast lane	6/13/2024
<b>Bushard &amp; Robin</b>	6/13/2024
<b>Dalton &amp; Oakcliff</b> clean to Oakcliff siphon	6/11/2024
<b>Magnolia &amp; Bolsa</b> westside of Magnolia middle lane in crosswalk	6/11/2024
<b>Magnolia</b> north of Mcfadden westside fast lane into mobil home park siphon.	6/10/2024
<b>Magnolia &amp; Emerald</b> westside fast lane to slow lane eastside by bus stop siphon	6/13/2024
<b>Edinger &amp; Feltham</b> Shoot towards Feltham <b>165'</b>	6/13/2024
<b>Edinger &amp; Magnolia</b> southside middle lane clean to gas station siphon	6/17/2024
<b>Magnolia &amp; Edinger</b> eastside slow lane (Lava) to sidewalk, if clean to Lava <b>800lbs.</b>	6/18/2024
<b>Magnolia &amp; Edinger</b> eastside slow lane by bus stop shot to O.C. <b>29ft</b> siphon	6/18/2024
<b>Magnolia &amp; Larkspur</b> in center divider siphon <b>54'</b>	6/17/2024
<b>Magnolia &amp; Bishop 255' (done quarterly)</b>	6/17/2024
<b>Magnolia &amp; Bolsa</b> northbound middle lane before Bolsa, clean to southbound lanes.	6/17/2024
<b>Magnolia &amp; Oasis</b> Toward Oasis <b>250'</b>	6/18/2024
<b>8922 Sapphire &amp; Diamond</b> Clean west siphon	6/18/2024
<b>Maybrook &amp; Edinger</b> clean south to center Edinger <b>108ft.</b>	6/18/2024
<b>Orwell &amp; Quartz</b> next to curb clean flood control siphon	6/12/2024
<b>Neece &amp; Elvira</b>	6/14/2024
<b>Nantucket &amp; Thorpe</b> shoot east <b>300ft. Siphon</b>	6/14/2024
<b>8652 Bermuda</b> shoot north to McFadden between houses <b>500ft.</b>	6/14/2024

Figure 4-3 (continued)  
Siphon and Hot Spot Cleaning Record Example

Street and Locations		
Westminster alley towards Westminster 255' & between houses to Lomay		6/14/2024
Jackson & 18th in intersection siphon		6/14/2024
Wilson & Torchwood		6/14/2024
Aspenwood & Tungwood	270ft.	6/14/2024
Newland & Oberlin westside fast lane clean flood control	90ft. Siphon	6/14/2024
Newland & Barry clean east	188'	6/17/2024
Woodruff & Wells flood control siphon		6/18/2024
Beach & Trask (done quarterly)		6/18/2024
Pacific & 15th west on 15th		6/10/2024
Bolsa & Pacific		6/14/2024
Bolsa & Beach clean west to pacific		6/18/2024
Olive & main clean west on main & north on olive		6/10/2024
Locust & Plaza Clean north to westminster		6/10/2024
Maple & Village way clean north		6/10/2024
Wyoming & pine Clean to Goldenwest	265ft.	6/18/2024
Goldenwest & Natal Clean to Garden Grove Blvd		6/14/2024
Goldenwest & Fenway Siphon Inside	358'	6/10/2024
Goldenwest & 21st (post office) fast lane clean north & south	325 ft. to OCSD	6/12/2024
Goldenwest & westminster clean north Tommy burgers	500ft. & Spruce st.	6/13/2024
Goldenwest & Sowell (fish farm) clean east siphon		6/13/2024
Georgetown & behind I Hop Clean north		6/14/2024
Georgetown & Alley behind super market 3rd Manhole going N shoot South	600'	6/17/2024
Westminster & LaPat Clean east on westminster & North on LaPat	345Ft.	6/10/2024
13751 Edwards clean into apartments		6/12/2024
Apache & Edwards Clean west towards Edwards from Zuni	(300ft.) 800 LBS	6/10/2024
Hefley & Westbrigde flood control Clean backwards siphon	130'	6/13/2024
Sioux & Navajo clean east on Navajo		6/13/2024
Milton & Hefely	225'	6/10/2024
Sioux & Iroquois clean east on Iroquois		6/13/2024
Springdale & Mahogany (Old Folks home) siphon.		6/13/2024
Springdale & Ash clean east on Ash siphon.	350'	6/13/2024
Springdale & Fireside clean to westminster	300ft. & under freeway siphon	Checked
Westminster & Hammon clean west under flood control siphon	150'	6/13/2024
Westminster & Rondeau		6/12/2024
Edwards & Trask	350ft.	2/24/2024

Regular cleaning and frequent maintenance cleaning occurs on Mondays through Thursdays. On Fridays, the crews dedicate time to checking lift stations and other maintenance related tasks. Depending on work load and work location, the crews often conduct additional system inspections and fill out forms similar to what is shown on Figure 4-4. If a manhole is inspected and no problems are identified, the crew notes “no” under the “Attention Need” column. If the location requires cleaning, the crew notes “yes” and then conducts the cleaning. Typically, the attention needed is due to calcium, grease, or debris seen in the manhole.

Figure 4-4  
Hot Spot Inspection List

<b>HOT SPOT LIST (WEST SIDE)</b>				
STOP(S)	LOCATION	DATE INSPECTED	INSPECTED BY	ATTENTION NEED (Y or N)
1	Edwards & Apache	6-28-24	CJA	NO
2	Vallecito & Winthorp	6-28-24	CJA	NO
3	6091 Navajo	6-28-24	CJA	NO
4	Rutgers & LaFayette			
5	Westminster Mall & Edwards	6-28-24	CR	NO
6	Rutgers & LaFayette			
7	18th & Manor	6-28-24	CR	NO
8	Milton & Hefley			
9	Fenway & Goldenwest			
10	13792 Pine St.			
11	Rotherham & College			
12	15472 Vermont			
<b>Notes:</b>	LAPAT & HUMBOLDT	6-28-24	CJA	NOT
	6841 BESTEL	6-28-24	CJA	YES

12:30 - 1:30 CHECK LIFT STATIONS 1-3

It is recommended that MCSD develop more detailed cleaning records. At minimum, the cleaning records should include the following information:

1. Upstream and Downstream Manhole IDs
2. Pipe Size
3. Location (i.e. street or address)
4. Length of Pipe Cleaned
5. Comments on materials extracted (i.e. roots, grease, debris, etc.)
6. Comments on flow conditions
7. Comments on if additional maintenance is required (i.e. CCTV, add to hot spot list, repair manhole, etc.)

**Regular Visual and Closed-Circuit Television (CCTV) Inspections**

Order 2022-0103-DWQ requires regular CCTV inspections of both manholes and sewer pipes. MCSD currently has a contract with Empire Pipe Cleaning and Equipment, Inc. to CCTV inspect all of its pipes and manholes, approximately 174 miles of gravity sewer mains and 3,001 manholes. The pipe inspections are being conducted following the National Association of Sewer System Companies (NASSCO) inspection standards. The manhole inspections were Level 1 NASSCO inspections, which provide the basic condition assessment information needed to evaluate the general condition of each manhole. The inspections are scheduled to be completed by the end of 2024.

Following the completion of the CCTV inspections, it is recommended that MCSD have the inspection data evaluated, defects identified, and improvement project recommendations developed. It is expected that it will take time to design and complete all replacement/rehabilitation projects. Therefore, it is recommended that MCSD develop a plan for the continuation of CCTV inspections of the system. In other words, MCSD should

develop a schedule for follow-up CCTV inspections for any pipes and manholes for which an improvement project is identified but MCSD is not able to repair/rehabilitate right away, as well as any pipes and manholes that are currently in good condition. Order 2022-0103-DWQ requires agencies to specify what percentage of its system will be CCTV inspected each year. An estimate should be included in MCSD’s SSMP Update document.

**Pesticide/Herbicide Application**

MCSD utilizes Golden Bell Products, Inc. for the treatment of cockroaches. Each year, approximately one third of the manholes are treated with Insecta, which is a Federal, and California State licensed pesticide for sewer manhole cockroach control.

**4-2.3 TRAINING**

Order 2022-0103-DWQ requires sewer agencies to provide/offer “*In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:*

- *The requirements of this General Order*
- *The Enrollee’s Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIQWS reporting procedures for staff submitting data”*

MCSD’s maintenance staff receives periodic training through the California Water Environment Association’s (CWEA) Training Program, which is the current industry standard for training and certifying sewer collection system maintenance staff. MCSD staff member CWEA certifications are listed in Table 4-4.

**Table 4-1  
MCSD CWEA Certification**

<b>Name</b>	<b>Title</b>	<b>CWEA Certification</b>
Hossein (Milo) Ebrahimi	District Engineer	Collection System Maintenance Grade 2
Randy Griffith	Lead Sewer Maintenance Worker / Construction Inspector	Collection System Maintenance Grade 1
Robert Cruz	Sewer Maintenance Worker	Collection System Maintenance Grade 1
Miguel A. Jimenez	Pump Station Mechanic	Collection System Maintenance Grade 1
Armando Alatorre	Utility Worker / Solid Waste Worker	Collection System Maintenance Grade 2
Miguel Jimenez Sanchez	Utility Worker / Solid Waste Worker	Collection System Maintenance Grade 1
Shannan Clarke	Utility Worker / Solid Waste Worker	Collection System Maintenance Grade 1

The Director of Operations/Safety is the responsible for scheduling, organizing, and documenting training sessions for MCSD staff. MCSD keeps an electronic excel file where training records are tracked for all the sewer related training. Current and past training includes (internal training as well as by third parties), but is not limited to the following:

- Spill Emergency Response Plan Procedures
- Confined Space Entry
- Operator Training – DigAlert, Preparedness, and Interaction Safety
- Safety Training – Silica Safety, Pipe Locating, Safety Program, Physical Wellness, Arc Flash, Dig Alert Regulations & Updates, Target Assessment Cyber Safety



- Fuel System Inspector Training
- Traffic Control and Driver Safety
- Technician and Fleet Operations Safety Training

Per Order 2022-0103-DWQ, MCSD will need to ensure that the following training sessions are conducted on a regular basis along with the aforementioned training.

- Spill Emergency Response Plan practice drills – completed 7/20/23
- Estimation of spill volumes
- CIQWS reporting procedures for staff submitting data

MCSD’s 2010 Design and Construction Requirements For Sanitary Sewer – Section 4-1 General requires contractors to possess adequate training and the appropriate certification, along with all necessary permits.

It is recommended that MCSD keep track of the training history in an electronic database and update the database on a yearly basis. Regular training should be held on the new topics required by Order 2022-0103-DWQ including the newly required training SERP training drills, estimation of spill volumes, and CIQWS reporting procedures. It is recommended that training frequency be established and stated in the updated SSMP (i.e. annual, semi-annual, etc.).

**4-2.4 EQUIPMENT INVENTORY**

Order 2022-0103-DWQ requires that MCSD must have, “an inventory of sewer system equipment, including the identification of critical replacement and spare parts.”

The Sewer Lead and Director of Operations/Safety are responsible for keeping an updated inventory of MCSD’s equipment, shown in Table 4-2.

**Table 4-2  
Equipment Inventory**

Part Description	Quantity in Stock	Year, Make and Model
<b>Vehicles</b>		
Pick-Up Truck	2	2018 Chevrolet Silverado
Pick-Up Truck	1	2010 Ford F-150
Vactor Combo Jetter truck	2	2013 Vac-Con
<b>Generators</b>		
Trailer mounted generator	1	Doosan G40
<b>Emergency Pumps</b>		
Brookhurst Lift Station	2	
Hammon Lift Station	3	
Westminster Lift Station	2	
Willow Lift Station	5	
<b>Other</b>		
Gas Testing Equipment	1	Honeywell multi-Gas tester
General Purpose Tools: Manhole hooks, ladders, hand tools		
Containment equipment: mats, sand bags, absorbent materials		
Traffic Safety Equipment		
Personal Safety Equipment: hard hats, gloves, eye protection		

**4-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in MCSD's Operation and Maintenance Program:

1. Renew contract for preventative maintenance of generators
2. Renew contract for preventative maintenance of pump stations
3. Document daily cleaning areas electronically in lieu of paper logs and a paper map.
4. Invest in a Computerized Maintenance Management System (CMMS) to assist with planning and tracking maintenance activities.
5. Develop more detailed cleaning records. At minimum, the cleaning records should include the following information:
  - i. Upstream and Downstream Manhole IDs
  - ii. Pipe Size
  - iii. Location (i.e. street or address)
  - iv. Length of Pipe Cleaned
  - v. Comments on materials extracted (i.e. roots, grease, debris, etc.)
  - vi. Comments on flow conditions
  - vii. Comments on if additional maintenance is required (i.e. CCTV, add to hot spot list, repair manhole, etc.)
6. Following the completion of the CCTV inspections, evaluate inspection data, identify defects and develop improvement project recommendations.
7. Develop a plan for the continuation of CCTV inspections of the system.
8. Keep track of the training history in an electronic database and update the database on a yearly basis.
9. Establish regular trainings on the new topics required by Order 2022-0103-DWQ including the newly required training SERP training drills, estimation of spill volumes, and CIQWS reporting procedures.
10. Establish training frequencies for all courses and state them in the SSMP (i.e. annual, semi-annual, etc.).

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## SECTION 5

### DESIGN AND PERFORMANCE PROVISIONS

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#### 5-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

Order 2022-0103-DWQ requires:

*The Plan must include the following items as appropriate and applicable to the Enrollee's System:*

- a) *Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.*
- b) *Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances .*

#### 5-2 COMPLIANCE

MCSD utilizes the following documents for sewer design and construction standards:

- Standard Specifications for Public Works Construction (Greenbook)
- 2010 Design and Construction Requirements for Sanitary Sewers

MCSD's Design and Construction Requirements document was adopted by the Board of Directors in 2010. Section 4, Sewer Construction states "*All work shall conform to the standard Specifications for Public Works Construction except as modified herein, the Work Area Traffic Control Watch Manual Handbook, and the standard Plans and Specifications of the Midway City Sanitary District*".

The Standard Plans are located on MCSD's official website:

<https://www.midwaycitysanitaryca.gov/construction-requirements>

#### 5-2.1 DESIGN CRITERIA, CONSTRUCTION STANDARDS, AND SPECIFICATIONS

Order 2022-0103-DWQ requires MCSD to possess, "*Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.*"

MCSD specifies the Standard Specifications for Public Works Construction and the 2010 Design and Construction Requirements for Sanitary Sewers for design criteria, construction standards and specifications for construction, installation, repair, and rehabilitation of sewer facilities.

Standard Specifications for Public Works Construction (Greenbook)

The Standard Specifications for Public Works Construction (Greenbook) provide specifications that have general applicability to public works projects. In relation to sewer systems, the Greenbook has the following sections:

1. Part 1 – General Provisions
2. Part 2 – Construction Materials
  - a. Gravity Pipe (207)
    - Vitrified Clay Pipe (207-8)
      - Clay Pipe Repair (207-8.6)
        - Repair Methods and Materials (207-8.6.1)
        - Inspection of Repairs (207-8.6.2)
  - b. Paint and Protective Coatings (210)
    - Plastic Liners (210-2)
      - Tests (210-2.6)
    - Flexible Protective Liners (210-2.7)
      - PVC Liners for Structures, Manholes, and Pipes (210-2.7.1)
      - HDPE Liners (210-2.7.2)
      - PP Liners (210-2.7.3)
    - Rigid Liners (210-2.8)
      - Rigid PVC Liners for Structures, Manholes, and Pipes (210-2.8.2)
      - Rigid Polypropylene (pp) – Fiber Reinforced Polymer (FRP) Composite Liners for Structures, Manholes, and Pipes (210-2.8.3)
    - Rigid Fiber Reinforced Polymer (FRP) Liners for Structure, and Manholes (210-2.8.4)
3. Part 3 – Construction Methods
4. Part 4 – Existing Improvements
5. Part 5 – Pipeline System Rehabilitation
  - a. Pipeline Rehabilitation (500)
    - Cleaning and Preliminary Inspection (500-3)
    - Pipeline Point Repair and/or Replacement (500-4)
    - Lining (500-5)
      - Cured-In-Place Pipe (CIPP) Liner (500-5.5)
      - PVC Pipe Lining System (500-5.6)
      - Deformed/Re-formed HDPE Liner (500-5.7)
      - Fiberglass Reinforced Polymer Mortar (FRPM) Liner Pipe (500-5.8)
      - External In-Place Wrap (500-5.9)
      - Folded and Re-Formed PVC Pipe Liner (500-5.10)
      - High Density Polyethylene (HDPE) Spirally-Wound Profile Wall Liner Pipe (500-5.11)
      - Polyvinyl Chloride (PVC) Closed Profile Liner Pipe (500-5.12)

- Spiral Wound Polyvinyl Chloride (PVC) Pipe Liner (500-5.13)
- Ultraviolet (UV) Light-Cured Cured-in-Place (CIPP) Liners (500-5.14)
- Annular Space Grouting (500-7)
- Service Connection Re-establishment (500-8)
- Post-Installation CCTV Inspection (500-9)
- b. Service Lateral Connection Sealing (501)
- c. Manhole and Structure Rehabilitation (502)

Design Criteria for Sewer Facilities

Some specific design criteria, inspection and construction requirements are provided in MCSD’s 2010 Design and Construction Requirements For Sanitary Sewers document, which include the following sections:

- Section 1: General
- Section 2: Design Requirements
- Section 3: Inspection of Work
- Section 4: Sewer Construction
- Section 6: Standard Drawings

MCSD is planning to update the Design and Construction Requirements document. It is recommended that the sewer facilities criteria be reviewed and updated as needed to meet current industry standards.

It is recommended that pump station design criteria and construction standards be added to the Design and Construction Requirements for Sanitary Sewers document.

Standard Drawings

MCSD’s Standard Drawings are listed in Figure 5-1. The Design and Construction Requirements For Sanitary Sewers document is dated November 2010. Therefore, it is recommended that the standard drawings be reviewed and updated as needed to meet current industry standards. Additional standard drawings are recommended to be considered include the following:

1. Manhole Shaft Joint Details
2. Manhole Shaft Location Details
3. Concrete Base Connection
4. Connection to Existing manhole

**Figure 5-1  
Standard Plans for Sewer Facilities**

<b>SECTION 6 – STANDARD DRAWINGS</b>	
S-010	Pipe Installation and Pavement Replacement
S-011	Sewer – Storm Drain Crossing
S-012	2 Way Clean Out on Private Property
S-013	Raised Sewer Manhole in Alley Gutter
S-015	Sewer Clean Out Cover and Frame Installation
S-018	Concrete Encasement Type A, B, & C
S-019	Pipeline Separation Requirements
S-020	Pipe Support Beam Across Trenches
S-021	Pipe Support Wall Across Trenches
S-022	Sewer House Lateral at Utility Intersection
S-023	Anchor Block Detail
S-030A	Steel Pipe Casing
S-040	Field Closure for V.C.P.
S-044	Bell Ring Insert with PVC Plate Liner
S-045A	Un-Lined Manhole for Sewers
S-050A	PVC-Lined Manhole for Sewers
S-051	Drop Manhole Connection to Standard Manhole
S-053A	Standard Manhole Frame and Cover
S-054A	Bolted Manhole Frame and Cover
S-055A	Manhole Adjustment to Grade
S-056	PVC Liner and Gas Flap Installation at Laterals
S-057	Gas Flap Installation for NON-PVC Lined or Unlined Manholes
S-065	Liner-PVC
S-070	Saddle Connection
S-071	Cut in WYE Connection
S-072	House Lateral, Typical
S-073	Clean Out Detail in Roadway
	Grease Interceptor Tank with Sample Box

5. Flat Top Manhole
6. Manhole Raising Rings
7. Abandonment of Existing Manhole
8. Pipe Bedding
9. Sewer Backflow Device
10. Sampling/Monitoring Manhole

## 5-2.2 INSPECTION AND TESTING

Order 2022-0103-DWQ requires that sewer agencies possess, “*Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.*”

The Greenbook provides the inspection and testing procedures for the following:

1. Part 1 - General Provisions
  - a. Control of Work (3)
    - Inspection (3-5)
  - b. Control of Materials (Section 4)
    - Inspection of Materials (4-3)
  - c. Testing of Materials (4-4)
2. Part 2 – Construction Materials
  - a. Gravity Pipe (207)
    - Vitrified Clay Pipe (207-8)
      - Testing Requirements (207-8.5)
    - Vitrified Clay Microtunneling Pipe (207-21)
      - Testing Requirements (207-21.7)
    - Precast Reinforced Concrete Manhole (215)
      - Testing Requirements (215-4)
3. Part 3 – Construction Methods
  - a. Open Trench Conduit Construction (306)
    - Prefabricated Gravity Pipe (306-7)
      - Acceptance Testing (306-7.2.5)
    - Vitrified Clay Pipe (306-7.4)
      - Acceptance Testing (306-7.4.3)
    - Plastic Sewer and Drainage Pipe (306-7.7)
      - Acceptance Testing (306-7.7.3)
    - Gravity Pipeline Testing (306-7.8)
      - Pressure Testing and Leakage Inspection (306-7.8.2)
      - Water Exfiltration Test (306-7.8.2.2)
      - Water Infiltration Test (306-7.8.2.3)

- Air Pressure Test (306-7.8.2.4)
- Maximum Allowable Barrel Deflection Testing of Plastic Sewer and Storm Drain Pipe (306-7.8.3)
- Prefabricated Pressure Pipe (306-8)
- Pipeline Pressure Testing, Disinfection, and Commissioning (306-8.9)

It is recommended that pump station pump station inspection and testing procedures be added to the Design and Construction Requirements for Sanitary Sewers document.

### **5-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in regards to MCSD's Design and Performance Provisions:

1. Review and update Design and Construction Requirements for Sanitary Sewers document as needed to meet current industry standards.
2. Add pump station design criteria and construction standards to the Design and Construction Requirements for Sanitary Sewers document
3. Review and update the standard drawings as needed to meet current industry standards.
4. Add pump station pump station inspection and testing procedures to the Design and Construction Requirements for Sanitary Sewers document.

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## SECTION 6

### SPILL EMERGENCY RESPONSE PLAN

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#### 6-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

Order 2022-0103-DWQ requires that SSMP include a Spill Emergency Response Plan (SERP) to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

1. Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;
2. Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
3. Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;
4. Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;
5. Address emergency system operations, traffic control and other necessary response activities;
6. Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
7. Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;
8. Remove sewage from the drainage conveyance system;
9. Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
10. Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
11. Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
12. Conduct post-spill assessments of spill response activities;
13. Document and report spill events as required in this General Order; and
14. Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.

Order WQ 2022-0103-DWQ defines a spill as, “a discharge of sewage from any portion of a sanitary sewer system due to a sanitary sewer system overflow, operational failure and/or infrastructure failure. Exfiltration of sewage is not considered to be a spill under this General Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State”. For reporting purposes, this document will use the Order WQ 2022-0103-DWQ terminology.



**6-2 COMPLIANCE**

Section 5.12 of Order 2022-0103-DWQ required all agencies to update and implement its Spill Emergency Response Plan (SERP) within six months after the adoption of the General Order. The Order was adopted December 5, 2022 so the SERP had to be updated by June 5, 2023.

MCSD worked diligently to update its formerly named Overflow Emergency Response Plan (Section 12 of the 2022 Sanitary Sewer Master Plan document) to comply with the new requirements of Order 2022-0103-DWQ, including the SSMP requirements (Attachment D) and the Notification, Monitoring, Reporting, and Recordkeeping Requirements (Attachment E1 and E2).

The new requirements were studied carefully to ensure that they were understood and addressed in MCSD's updated Spill Emergency Response Plan. Training of staff on the final SERP procedures took place on July 20, 2023 at MCSD's headquarters.

The SERP document is organized as follows:

- Section 1 Authority
- Section 2 Overview
- Section 3 Initial Response Procedures
- Section 4 Notifications Procedures
- Section 5 Spill Response Procedures
- Section 6 Monitoring and Reporting Procedures
- Section 7 Training and Evaluation

The fourteen items listed in Section 5.12 of Order 2022-0103-DWQ were addressed in MCSD's updated SERP document. The following list notes where each item is addressed in the SERP document.

1. *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
  - Section 3 Initial Response Procedures, Section 4 Notification Procedures, Appendix B-1 Spill Emergency Response Flowchart
2. *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State*
  - Section 4 Notification Procedures, Appendix B-3 Spill Notification and Reporting Requirements, Appendix B-4 Resource Phone List
3. *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders*
  - Section 4 Notification Procedures, Section 6 Monitoring and Reporting Procedures, Appendix B-3 Spill Notification and Reporting Requirements, Appendix B-4 Resource Phone List, Appendix B-5 Spill Report, Appendix B-6 Monitoring and Reporting Data by Spill Category Summary, Appendix B-7 Water Sampling Requirements
4. *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained*
  - Section 7-2 Training and Evaluation

5. *Address emergency system operations, traffic control and other necessary response activities*
  - Section 5 Spill Response Procedures
6. *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system*
  - Section 5-4 Containment Procedures
7. *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State*
  - Section 5-5 Correction Procedures
8. *Remove sewage from the drainage conveyance system*
  - Section 5-5 Correction Procedures
9. *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters*
  - Section 5-6 Cleanup Procedures
10. *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
11. *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event*
  - Section 2-6 Coordination and Collaborations, Appendix D Agency Coordination Documents
12. *Conduct post-spill assessments of spill response activities*
  - Section 7-3.2 Spill Event Response Evaluation; Appendix F-1 Spill Response Evaluation Form
13. *Document and report spill events as required in this General Order; and*
14. *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.*
  - Section 7-3.3 Annual Spill Emergency Response Plan Document Evaluation; Appendix G-2 SERP Document Annual Evaluation Form; Change Log

**6-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in MCSD’s Spill Emergency Response Plan:

1. Ensure that the SSMP Update document uses the terminology Spill Emergency Response Plan versus Overflow Emergency Response Plan.
2. Refer to MCSD’s 2023 SERP document and explain that this new document is compliant with Order 2022-0103-WQ requirements.

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## SECTION 7

### SEWER PIPE BLOCKAGE CONTROL PROGRAM

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#### 7-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

Order 2022-0103-DWQ requires:

*The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.*

*The procedure must include, at minimum:*

- (a) An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- (b) A plan and schedule for the disposal of pipe-blocking substances 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 substances generated within a sanitary sewer system service area;*
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages;*
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices 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 fats, oils, and grease ordinance;*
- (f) An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- (g) Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.*

#### 7-2 COMPLIANCE

MCSD's Sewage Pipe Blockage Control Program consists of the

1. Ordinance No. 63 Fats, Oil, and Grease Control Regulations Applicable to Food Service Establishments
2. Inspection of food service establishments by a contractor (*Environmental Compliance Inspection Services, ECIS*)

#### 7-2.1 PUBLIC EDUCATION AND OUTREACH PROGRAM

Order 2022-0103-DWQ requires MCSD to develop "an implementation plan and schedule for a public education outreach program that promotes proper disposal of pipe-blocking substances".

Environmental Compliance Inspection Services (ECIS) is under contract to conduct inspections at all food service establishments (FSE) twice per year. ECIS staff talk with managers/owners of the FSE's about proper maintenance and operation of a Grease Control Devices (GCD). Posters and brochures regarding FOG Best Management Practices (BMPs) are available in multiple languages and provided to FSEs.

Additionally, MCSD posts educational information regarding Fats, Oils and Grease (FOG), grease interceptors, grease traps, sewer lateral maintenance, general sewer system maintenance, sewer system Do's and Don'ts and how to report a sewer problem on its website. The FOG Program information describes what FOG is, how it can clog the sewers and cause sewer spills, and why it should not be put down the drain.

<https://www.midwaycitysanitaryca.gov/f-o-g-program>

Description of common kitchen best management practices can be found in Ordinance No. 63 and through brochures MCSD provides to FSEs.

<https://www.midwaycitysanitaryca.gov/f-o-g-checklist>

The following is recommended to improve MCSD's public education and outreach program:

1. Provide a link on the website or reference Ordinance No. 63 so it is easily accessed by FSE owners/public.
2. Expand on the "implementation plan and schedule" for the public education and outreach program in the SSMP document. For example, provide a timeline of activities in relation to FOG education after a new FSE is established. Or describe any annual activities in relation to FOG education.
3. Include FOG educational material as an appendix in the SSMP document. Consider developing a FOG Control Manual to be provided to FSEs.
4. Describe all educational outreach activities to the general public in the SSMP document.

### **7-2.2 PIPE-BLOCKING SUBSTANCE DISPOSAL**

Order 2022-0103-DWQ requires MCSD to implement "a plan and a schedule for the disposal of pipe-blocking substances 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 substances generated within a sanitary sewer system service area."

Ordinance No. 63, Article 4, Section 4.6F requires that "Wastewater, accumulated FOG, floating materials, sludge/solids, and other materials removed from the grease interceptor shall be disposed off site properly by waste haulers in accordance with all applicable federal, state and/or local laws."

It is recommended that a list of liquid waste haulers that are registered with the County of Orange Health Care Agency be added to the SSMP document when it is updated.

### **7-2.3 LEGAL AUTHORITY**

Order 2022-0103-DWQ requires MCSD to possess "the legal authority to prohibit discharges to the system and identify measures to prevent spills and blockage"

The purpose of Ordinance No. 63 Fats, Oils, and Grease Control Regulations Applicable to Food Service Establishments, is to "facilitate the maximum beneficial public use of the District's sewer services and facilities while preventing blockages of the sewer facilities resulting from discharge of Fats, Oil, and Grease ("FOG") to sewer facilities, and to specify appropriate FOG discharge requirements for Food Service Establishments." Ordinance No. 63 includes subsections on FOG Discharge Requirements; Prohibitions; Best Management

Practices; FOG Pretreatment Requirements; Grease Interceptor Requirements; Monitoring, Reporting, Notification and Inspection Requirements, and Enforcement. It provides MCSD with the legal authority required by Order 2022-0103-DWQ.

Order 2022-0103-DWQ has revised the “FOG Control Program” to “Sewer Pipe Blockage Control Program”. The order describes “pipe blocking substances” as fats, oil, and grease as well as rags and debris material. Ordinance No. 63, Article 2, Section 2.2 Prohibitions complies with Order 2022-0103-DWQ by including the following prohibitions for all FSEs:

- Additives for the purpose off emulsifying FOG
- Waste cooking oil
- Wastewater from dishwashers to any grease trap or grease interceptor
- Wastewater with temperatures in excess of 140°F to any grease control device
- Biological additives for grease remediation or as a supplement to interceptor maintenance
- Wastes from toilets, urinals, wash basins, and other fixtures containing fecal materials to sewer lines intended for grease interceptor service or vice versa
- Waste including FOG and solid materials removed from the grease control device to the sewer system

#### **7-2.4 GREASE REMOVAL DEVICES**

Order 2022-0103-DWQ requires sewer agencies to possess “*requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, Best Management Practices (BMP) requirements, record keeping and reporting requirements.*”

Ordinance No.63, Article 2, Section 2.5B Existing Food Service Establishments states that “*Existing Food Service Establishments, which have caused or contributed to grease-related blockage in the sewer system, or which have sewer laterals connected to hot spots, or which have been determined to contribute significant FOG to the sewer system by the FOG Control Program Manager based on inspection or sampling, shall be deemed to have reasonable potential to adversely impact the sewer system, and shall install grease interceptors within 180 days upon notification by the District. Existing Food Service Establishments undergoing remodeling or a change in operations as defined in Section 1.2 of these regulations shall be required to install a grease interceptor.*”

When a GCD is required, Ordinance No.63, Article 4 Facilities Requirements provides for the following:

- Section 4.1 Drawing Submittal Requirements – Requirements for site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, FOG control devices, grease interceptor or other pretreatment equipment and appurtenances by size, location, and elevation.

In addition, MCSD’s 2010 Design and Construction Requirements provides a standard plan for the design of a grease interceptor. See Section 4 of the SSMP Audit.

- Section 4.2 Grease Interceptor Requirements – Requirements to install, operate and maintain an approved type and adequately sized grease interceptors per the Uniform Plumbing Code.
- Section 4.3 Grease Trap Requirements - Requirements to install, operate and maintain an approved type and adequately sized grease traps per the California Plumbing Code.
- Section 4.4 Monitoring Facilities Requirements – Requirements for flow monitoring, constituent

monitoring and/or sampling facilities.

- Section 4.5 Requirements for Best Management Practices – Requirements for drain screens, segregation and collection of waste cooking oil, disposal of food waste, employee training, and kitchen signage.
- Section 4.6 Grease Interceptor Maintenance Requirements – Requirements for maintaining grease interceptors in efficient operating condition by periodic removal of the full content of the interceptor and maintenance frequency of grease interceptors.

Ordinance No.63, Article 5.1B Record Keeping Requirements states that FSEs are required to “*keep all manifests, receipts and invoices of all cleaning, maintenance, grease removal of/from the grease control device, disposal carrier and disposal site location for no less than two years*” and make all documentation available to the District when requested. Required records include:

- Logbook of grease control device cleaning and maintenance practices
- Record of Best Management Practices being implemented including employee training
- Copies of records and manifests of wastehauling interceptor contents
- Records of sampling data and sludge height monitoring for FOG and solids accumulation in the grease interceptors
- Records of any spills and/or cleaning of the lateral or sewer system
- Any other information deemed appropriate by the FOG Control Program Manager

#### **7-2.5 INSPECTION OF GREASE PRODUCING FACILITIES**

Order 2022-0103-DWQ requires MCSD to possess the “*authority to inspect grease producing facilities, enforcement authorities, and whether the enrollee has sufficient staff to inspect and enforce the FOG ordinance.*”

Ordinance No.63, Article 5, Section 5.3 Right of Entry provides MCSD the necessary legal authority to inspect FSEs for compliance with the FOG Control Program. It states that “*Persons or occupants of premises where wastewater is created or discharged shall allow the FOG Control Program Manager, or District representative, reasonable access to all parts of the wastewater generating and disposal facilities for the purpose of inspection and sampling during all times the discharger’s facility is open, operating, or any other reasonable time.*”

Ordinance No. 63, Article 6 Enforcement, Section 6.1.B states that MCSE “*at its discretion, may utilize any one, combination, or all enforcement remedies provided in Article 6 in response to any permit or Ordinance violations.*” Enforcement remedies include permit suspension, permit revocation, termination of service, civil penalties, and criminal penalties.

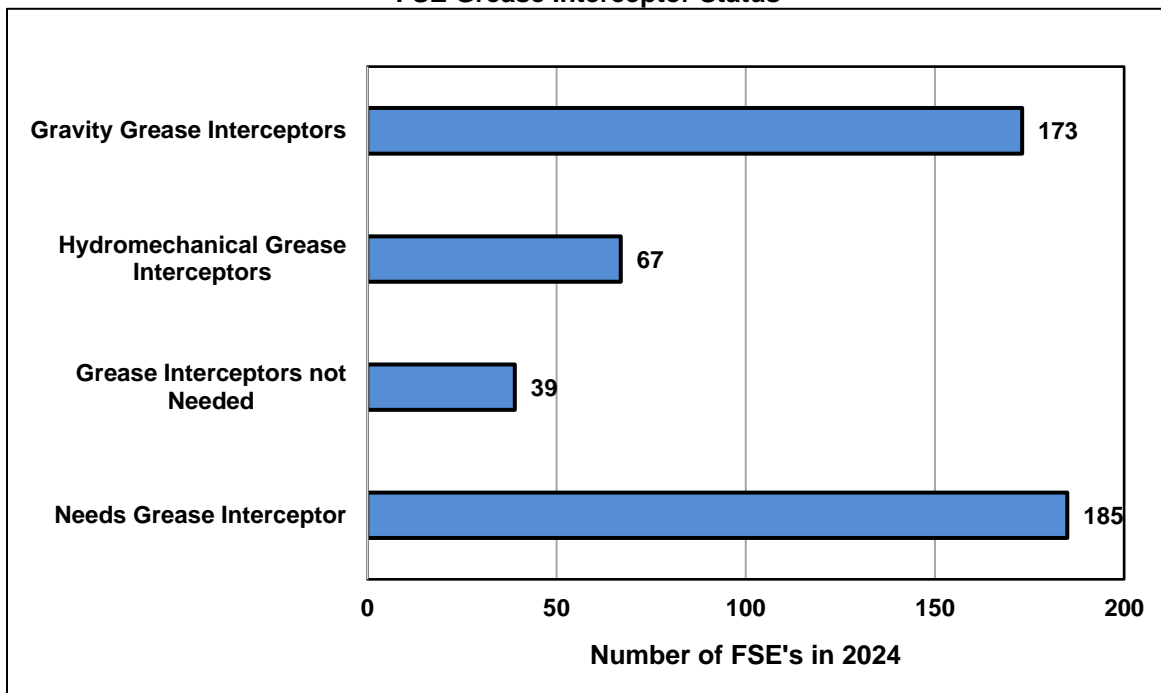
MCSD currently contracts the FSE inspections to Environmental Compliance Inspection Services (ECIS), who performs GCD inspections. The inspection reports include the following data:

- Facility Name
- Address
- Contact
- Phone Number
- Size of Grease Control Device

- Number of lids
- Pump Date
- Pumper Company
- Grease Control Device Compliance Status

FSE inspections for GCDs are performed twice a year. The first inspection typically occurs in March and the second inspection in September. Per ECIS’s latest report dated March 2024, the number of FSEs within MCSD’s sewer service area is 464. There are a total of 173 FSEs with gravity grease interceptors and 67 FSE’s with hydromechanical grease interceptors as shown on Figure 7-1. There are 39 FSEs that don’t require an interceptor and 185 FSEs need a grease interceptor.

**Figure 7-1  
FSE Grease Interceptor Status**



Ordinance 63, Section 2.4 states that “All Food Service Establishments shall implement Best Management Practices in its operation to minimize the discharge of FOG to the sewer system. Detailed requirements for Best Management Practices shall be specified in the permit. This may include kitchen practices and employee training that are essential in minimizing FOG discharge.” Currently, Best Management Practices (BMP) at each FSE are not formally inspected. It is recommended that MCSD incorporate BMP inspections into the FOG program.

It is understood that FSEs identified as in need of a grease interceptor are not necessarily required to immediately install one. Typically the requirement is activated when a renovation or change of ownership occurs. It is recommended that MCSD identify the location of the FSEs in need of a GCD and determine if it is potentially causing excessive grease in the system and/or tributary to a hot spot location. Then MCSD could make more informed decisions about the need to require the installation of GCDs and enforce Ordinance 63, Section 2.5.

**7-2.6 CLEANING SCHEDULE FOR SECTIONS WITH FOG**

Order 2022-0103-DWQ requires MCSD’s plan to include “an identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section.”

MCSD’s SSMP document includes a list (Table 7-1) of frequent maintenance sewers requiring monthly and quarterly cleaning. Additional hotspots are added to the list as needed. It is recommended for MCSD to include a map of the hot spots and siphons in the next SSMP update.

**Table 7-1  
Hotspot and Siphon Locations**

Street and Location
<b>Newland &amp; Oasis (done quarterly)</b>
<b>Kennedy and Madison</b> Clean Alley towards Madison
<b>Donegal to Kennedy</b> between houses in Garden Grove <b>140'</b>
<b>Kramer &amp; Dillow</b> Clean east
<b>Bolsa &amp; Dillow</b> Clean north to Kramer <b>290'</b>
<b>Moran &amp; Bolsa</b> Clean <b>290ft.</b> towards Bolsa.
<b>Bushard south of Bolsa</b> by curb on westside Clean east into mobil home park <b>125ft.</b>
<b>Ward &amp; Flood</b> control by McFadden clean north siphon.
<b>Ward &amp; Melric</b>
<b>Nottingham &amp; Marlborough</b> between houses to Cunningham <b>119ft.</b> to siphon
<b>Margo Lane westside alley north &amp; Alley to Brookhurst</b> <b>350'</b>
<b>Brookhurst &amp; Banbury</b>
<b>Brookhurst south of Margo</b> eastside slow lane clean siphon to fast lane.
<b>Patrice to Brookhurst</b> <b>290'</b> Towards Brookhurst
<b>McFadden &amp; Belgrade</b> clean east siphon
<b>Bushard &amp; Westwood</b> eastside of Bushard flood control siphon
<b>Bushard &amp; Stinson</b> eastside of Bushard fast lane to westside fast lane siphon
<b>Bushard &amp; Calendula</b> eastside of Bushard fast lane
<b>Bushard &amp; Robin</b>
<b>Dalton &amp; Oakcliff</b> clean to Oakcliff siphon
<b>Magnolia &amp; Bolsa</b> westside of Magnolia middle lane in crosswalk
<b>Magnolia</b> north of Mcfadden westside fast lane into mobil home park siphon.
<b>Magnolia &amp; Emerald</b> westside fast lane to slow lane eastside by bus stop siphon
<b>Edinger &amp; Feltham</b> Shoot towards Feltham <b>165'</b>
<b>Edinger &amp; Magnolia</b> southside middle lane clean to gas station siphon
<b>Magnolia &amp; Edinger</b> eastside slow lane (Lava) to sidewalk, if clean to Lava <b>800lbs.</b>
<b>Magnolia &amp; Edinger</b> eastside slow lane by bus stop shot to O.C. <b>29ft</b> siphon
<b>Magnolia &amp; Larkspur</b> in center divider siphon <b>54'</b>
<b>Magnolia &amp; Bishop 255'</b> (done quarterly)
<b>Magnolia &amp; Bolsa</b> northbound middle lane before Bolsa, clean to southbound lanes.
<b>Magnolia &amp; Oasis</b> Toward Oasis <b>250'</b>
<b>8922 Sapphire &amp; Diamond</b> Clean west siphon
<b>Maybrook &amp; Edinger</b> clean south to center Edinger <b>108ft.</b>
<b>Orwell &amp; Quartz</b> next to crub clean flood control siphon
<b>Neece &amp; Elvira</b>
<b>Nantucket &amp; Thorpe</b> shoot east <b>300ft. Siphon</b>
<b>8652 Bermuda</b> shoot north to McFadden between houses <b>500ft.</b>



Table 7-1 (Continued)  
Hotspot and Siphon Locations

Street and Locatons	
<b>Westminster alley towards Westminster 255' &amp; between houses to Lomay</b>	
Jackson & 18th in intersection siphon	
<b>Wilson &amp; Torchwood</b>	
Aspenwood & Tungwood	270ft.
Newland & Oberlin westside fast lane clean flood control	90ft. Siphon
Newland & Barry clean east	188'
Woodruff & Wells flood control siphon	
<b>Beach &amp; Trask (done quarterly)</b>	
Pacific & 15th west on 15th	
<b>Bolsa &amp; Pacific</b>	
Bolsa & Beach clean west to pacific	
Olive & main clean west on main & north on olive	
Locust & Plaza Clean north to westminster	
Maple & Village way clean north	
Wyoming & pine Clean to Goldenwest	265ft.
Goldenwest & Natal Clean to Garden Grove Blvd	
Goldenwest & Fenway Siphon Inside	358'
Goldenwest & 21st (post office) fast lane clean north & south 325 ft. to OCSD	
Goldenwest & westminster clean north Tommy burgers 500ft. & Spruce st.	
Goldenwest & Sowell (fish farm) clean east siphon	
Georgetown & behind I Hop Clean north	
Georgetown & Alley behind super market 3rd Manhole going N shoot South 600'	
Westminster & LaPat Clean east on westminster & North on LaPat	345Ft.
13751 Edwards clean into apartments	
Apache & Edwards Clean west towards Edwards from Zuni	(300ft.) 800 LBS
Hefley & Westbrigde flood control Clean backwards siphon	130'
Sioux & Navajo clean east on Navajo	
Milton & Hefely	225'
Sioux & Iroquois clean east on Iroquois	
Springdale & Mahogany (Old Folks home) siphon.	
Springdale & Ash clean east on Ash siphon.	350'
Springdale & Fireside clean to westminster 300ft. & under freeway siphon	
Westminster & Hammon clean west under flood control siphon	150'
<b>Westminster &amp; Rondeau</b>	
<b>Edwards &amp; Trask 350ft.</b>	

**7-2.7 SOURCE CONTROL MEASURES**

Order 2022-0103-DWQ requires MCSD’s plan to include an “implementation of source control measures for all source of fats, oils, and grease reaching the sanitary sewer system for each section identified above.”

MCSD has complied with this requirement by:

- Adopting a FOG Ordinance 63 Fats, Oils and Grease Control Regulations Applicable to Food Service Establishments
- Inspection of food service establishments by a contractor
- Developing and distributing FOG information to all FSEs
- Requiring grease interceptors for FSEs
- Inspecting FSE grease control devices

**7-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in MCSD's Sewage Pipe Blockage Control Program:

1. Provide a link on the website or reference Ordinance No. 63 so it is easily accessed by FSE owners/public.
2. Expand on the "implementation plan and schedule" for the public education and outreach program in the SSMP document. For example, provide a timeline of activities in relation to FOG education after a new FSE is established. Or describe any annual activities in relation to FOG education.
3. Include FOG educational material as an appendix in the SSMP document. Consider developing a FOG Control Manual to be provided to FSEs.
4. Describe all educational outreach activities to the general public in the SSMP document.
5. Add a list of liquid waste haulers that are registered with the County of Orange Health Care Agency to the SSMP document when it is updated.
6. Include a map of the hot spots and siphons in the next SSMP update.
7. Incorporate BMP inspections into the FOG program.
8. Identify the location of the FSEs in need of a GCD and determine if it is potentially causing excessive grease in the system and/or tributary to a hot spot location.

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## SECTION 8

### SYSTEM EVALUATION, CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

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#### 8-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

Order 2022-0103-DWQ requires:

*The Plan must include procedures and activities for:*

- *Routine evaluation and assessment of system conditions;*
- *Capacity assessment and design criteria;*
- *Prioritization of corrective actions; and*
- *A capital improvement plan.*

The details of each of the aforementioned components is outlined further in the subsections that follow.

#### 8-2 COMPLIANCE

##### 8-2.1 SYSTEM EVALUATION AND CONDITION ASSESSMENT

Order 2022-0103-DWQ requires that “*The Plan must include procedures to:*

- a. *Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;*
- b. *Identify and justify the amount (percentage) of its system for its condition to be assessed each year;*
- c. *Prioritize the condition assessment of system areas that:*
  - *Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;*
  - *Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;*
  - *Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;*
- a. *Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;*
- b. *Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;*
- c. *Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and*
- d. *Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.”*

MCSD currently has contracted with Empire Pipe Cleaning and Equipment for CCTV inspection of the sewer pipes and manholes. The entire system is scheduled to be CCTV inspected by the end of 2024. This includes CCTV inspection of pipes and Level 1 manhole inspections per NASSCO standards

MCSD will need “*Identify and justify the amount (percentage) of its system for its condition to be assessed each year*” moving forward. This should include a schedule for future inspection based on the current condition. For example, the pipes found to be in poor condition should either be scheduled for repair or replacement or re-inspected annually to confirm its condition. Re-inspection of pipes that are found without significant structural defects can be delayed several years.

Once completed, MCSD (or its consultant) will need to assess the condition of the pipes and manholes based on the CCTV inspections. Repair and replacement projects should be developed. Then the projects must be prioritized along with capacity related projects. This will need to be done by considering the condition, capacity, as well as additional criteria identified in Order 2022-0103-DWQ, including:

- Areas that hold a high level of environmental consequences if vulnerable to collapse, failure, blockages, capacity issues, or other system deficiencies
- Vicinity to surface waters, steep terrain, high groundwater levels, or environmentally sensitive areas
- Vicinity to receiving waters with bacterial-related impairment

Pipeline inspection priority for the future CCTV inspections should take these factors into account as well.

Due to the fact that CCTV inspections are ongoing until the end of 2024, it may not be feasible for MCSD to complete the condition assessment of all pipes and manholes prior to MCSD's next SSMP Update which is due to be submitted by May 2, 2025. If this is the case, the plan and schedule to complete the assessment should be clearly stated in MCSD's SSMP Update document.

### **8-2.2 CAPACITY ASSESSMENT AND DESIGN CRITERIA**

Order 2022-0103-DWQ requires that *"The Plan must include procedures to identify system components that are experiencing or contributing to spills caused hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:*

- a. *Dry-weather peak flow conditions that cause or contributes to spill events;*
- b. *The appropriate design storm(s) or wet weather events that causes or contributes to spill events;*
- c. *The capacity of key system components; and*
- d. *Identify the major sources that contribute to the peak flows associated with sewer spills.*

*The capacity assessment must consider:*

- a. *Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;*
- b. *Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;*
- c. *Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;*
- d. *Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;*
- e. *Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and*
- f. *Necessary redundancy in pumping and storage capacities".*

#### Capacity Assessment

MCSD currently has contracted with AKM Consulting Engineers to complete an updated Sewer Master Plan. The scope of work includes the development of a Sewer GIS and a calibrated hydraulic model of the sewer system. The project began in January 2023. The first task was the development of the Sewer GIS via the utilization of atlas maps, AutoCAD maps, as-built plans, field investigations, and survey. The Sewer GIS task is nearly completed and the development of the hydraulic model has begun.

ADS Environmental Services installed flow monitoring equipment at 26 locations throughout March 2023. Dry and wet weather flow data was captured. Four rainfall events occurred during this period. A rainfall dependent inflow and infiltration (RDII) study was completed to determine the impact of inflow and infiltration (I/I) on the system. The flow monitoring data will be used to develop sewer return factors, sewer flow factors, and diurnal patterns which will all be used in building the hydraulic model. Ultimately, the hydraulic model will be utilized to analyze the system capacity under both dry weather and wet weather conditions. Capacity deficiencies will be identified and improvement project recommendations will be developed.

The wet weather criteria and pumping and storage capacity at all pump stations will be analyzed based on the I/I evaluation as well. The sewer master plan and the capacity analysis are scheduled to be completed for MCSD's next SSMP Update which is due to be submitted by May 2, 2025. The capacity analysis completed in the Sewer Master Plan should be referred to or described in the SSMP Update.

### **8-2.3 PRIORITIZATION OF CORRECTIVE ACTION**

Order 2022-0103-DWQ requires that *“The findings of the condition assessment and capacity assessment must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.”*

Once the CCTV inspections and hydraulic analysis are completed, MCSD will need to develop a method to prioritize the recommended corrective actions, considering the severity of the consequences of potential spills. This requires some sort of risk assessment that is typically based on the condition of the facility, the current capacity of the facility, the amount of flow that could potentially spill, and the location of the facility. The risk assessment should consider the environmental and climate-change factors (sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions).

There are AI-powered condition assessment and risk-based capital planning software packages available that allow for intelligent asset management of sewer systems. CCTV data can be imported to the software, making condition assessment much more efficient. Built-in analytical tools can assist in determining the likelihood of failure, consequence of failure, and overall risk of each asset. Built-in algorithms help to trace the root causes of asset deterioration/failure. Then the software can be utilized to help determine repair and rehabilitation priorities as well. MCSD is currently considering the use of this type of software to assist in its risk assessment and prioritization of corrective actions.

If the risk assessment cannot be completed by May 2, 2025, the plan and schedule to complete a risk assessment that incorporates the results of the condition assessment and the hydraulic analysis results should be clearly stated in MCSD's SSMP Update document.

### **8-2.4 CAPITAL IMPROVEMENT PLAN**

Order 2022-0103-DWQ requires that *“The capital improvement plan must include the following items:*

- a. Project schedules including completion dates for all portions of the capital improvement program;*
- b. Internal and external project funding sources for each project; and*
- c. Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and interagency coordination with other impacted utility agencies.*

The recommended improvement projects resulting from the Sewer Master Plan work should be included in MCSD's next SSMP Update with projected completion dates and funding sources identified.

Once the condition assessment and risk assessment are completed, the improvement project list should be revised.

### **8-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in regards to MCSD's System Evaluation, Capacity Assurance, and Capital Improvements:

1. Identify and justify the amount (percentage) of its system for its condition to be assessed each year moving forward by developing a schedule for future inspection based on the current condition.
2. Assess the condition of the pipes and manholes based on the 2024 CCTV inspections.
3. Develop repair and replacement projects
4. Prioritize the repair and rehabilitation recommendations considering environmental consequence, vicinity to surface waters, vicinity to receiving water with bacterial related impairment. Identify assets vulnerable to direct and indirect impacts of climate change.
5. Identify assets vulnerable to direct and indirect impacts of climate change including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.
6. Describe the capacity analysis completed for the Sewer Master Plan in the SSMP Update.
7. Develop a method to prioritize the recommended corrective actions, considering the severity of the consequences of potential spills.
8. Consider investing in an AI-powered condition assessment and risk-based capital planning software packages to assist with the prioritization of condition related projects along with capacity related projects. Software examples include Autodesk Info360 Asset and AquaTwin Asset / Pro.
9. If the risk assessment cannot be completed by May 2, 2025, clearly state the plan and schedule to complete a risk assessment in the SSMP Update document.
10. Include the recommended improvement projects resulting from the Sewer Master Plan in the next SSMP Update with projected completion dates and funding sources identified.
11. Develop a project schedule of all identified projects with estimated completion dates and funding sources. Include project list and schedule in next SSMP Update. Revise project list when condition assessment and risk assessment is completed.

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## SECTION 9

### MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

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#### 9-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS

Order 2022-0103-DWQ requires that *“The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:*

- (a) Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- (b) Monitor the implementation and measuring the effectiveness of each Plan element;*
- (c) Assessing the success of the preventative operation and maintenance activities;*
- (d) Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- (e) Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.”*

#### 9-2 COMPLIANCE

##### 9-2.1 RELEVANT INFORMATION

Order 2022-0103-DWQ requires MCSD to *“maintain relevant information, including audit findings, to establish and prioritize appropriate Plan activities.”*

MCSD keeps updated records of all sewer related documents which include but are not restricted to the following:

- Sewer Atlas/AutoCAD/GIS maps
- CCTV Inspection Records
- Maintenance Records (i.e. cleaning records, lift station records, etc.)
- Emergency Repair Records
- Food Service Establishments (FSE) Inspection Information
- Spill History Reports
- Sewer Complaint Records
- Sewer Ordinances
- SSMP Documents and Audits

Sewer Atlas/AutoCAD/GIS maps – MCSD has historically maintained an AutoCAD map of the system and paper copies of atlas maps. Currently, MCSD is completing an up-to-date Geographical Information System (GIS) database of its sewer facilities. This database includes the following:

- Manholes with ID numbers
- Pipes with pipe size, invert elevations, slope, reach length, material, year of construction and flow direction
- Inverted siphons
- Pump Stations

- Force Mains
- Frequent Cleaning Maintenance Locations

In the future, MCSD will be able to use the Sewer GIS to track spill locations and associated data, maintenance activities, and/or results of condition assessment developed through CCTV inspections.

CCTV Inspection Records – In 2014, MCSD contracted with Performance Pipeline to clean and CCTV inspect approximately 174 miles of pipe. The videos and logs were kept on the MCSD server for review of structural and operational/maintenance defects.

MCSD currently has contracted with Empire Pipe Cleaning and Equipment for CCTV inspection of the sewer pipes and manholes. The entire system is scheduled to be CCTV inspected by the end of 2024. This includes CCTV inspection of pipes and Level 1 manhole inspections per NASSCO standards. The inspection videos and information will be delivered on external hard drives for MCSD’s records.

Maintenance Records – MCSD’s routine sewer cleaning, hot spot cleaning, and siphon cleaning is logged on hard copy forms in the field and then scanned into pdf files. The cleaning locations are also tracked on a wall map by highlighting the areas cleaned each day.

Pump station inspection reports are provided quarterly by PumpMan. Periodic reviews of the electrical system are conducted by Tesco Controls, Inc. Hard copy reports are provided to MCSD and then scanned into pdf files.

MCSD staff visits each pump station once a week but they do not log the visit. It is recommended that MCSD start keeping records of each pump station visit and record observations, checks, work completed, etc.

It is also recommended that MCSD invest in a computer maintenance management system so that cleaning records can be kept electronically, and maintenance activities can be more easily tracked and mapped.

FSE Inspections – FSE inspection data is collected and maintained by Environmental Compliance Inspection Services (ECIS). Data is provided to MCSD in an excel spreadsheet twice a year.

Spill History Reports – Spill reports are filed and maintained in hard copy form at MCSD’s headquarters. The spill report database is updated continuously on the California Integrated Water Quality System (CIWQS) website as required by the current Statewide Waste Discharge Requirements.

Sewer Complaints – Sewer complaints are maintained in email format and in an Excel log.

Sewer Ordinances - MCSD maintains all sewer ordinances on its website:

<https://midwaycitysanitary.specialdistrict.org/ordinances>

SSMP Documents and Audits - MCSD maintains all current SSMP Documents in hard copy and electronic format, available to staff and the public upon request.

### **9-2.2 IMPLEMENTATION AND EFFECTIVENESS**

Order 2022-0103-DWQ requires MCSD to “*monitor the implementation and measure the effectiveness of each Plan Element.*”

MCSD will need to develop a formal process to monitor the implementation and effectiveness of the Plan elements and describe it in its SSMP document. Some recommendations are as follows:

1. **Goals:** Review goals annually and update as necessary
2. **Organization:** Review organization chart annually, update as necessary, and distribute copy to all parties so they are informed of responsibilities related to the SSMP elements



3. **Legal Authority:** Review Ordinances annually and update as necessary. Consult MCSD staff to determine if any problems occurred due to inadequate legal authority in relation to the sewer system, spills, pipe blocking substances, etc.
4. **Operation and Maintenance:** Review routine, hot spot, and siphon cleaning records quarterly to ensure preventative maintenance goals are being met. Review pump station maintenance logs, annually, to ensure preventative maintenance goals are being met.

Categorize the condition of the sewers and schedule follow up inspections based on these categorizations. Review CCTV follow-up inspection records annually to ensure re-inspection schedule is being met for those sewers previously identified with condition deficiencies.

Review training schedules/records annually to ensure maintenance staff has appropriate training in all areas related to sewer system maintenance and spills.

Review Capital Improvement Program annually and reprioritize as necessary.

5. **Design and Performance Provisions:** Review the Design and Construction Requirement for Sanitary Sewers document annually and update as necessary.
6. **Spill Emergency Response Plan:** Review SERP annually and update as necessary. Consult maintenance staff for recommendations of improvement based on experiences in field and in reporting spills when they occurred.
7. **Sewer Pipe Blockage Control Program:** Review FOG Control regulations (Ordinance No. 63) annually and update as necessary. Consult FSE inspector for recommendations of improvements. Review FSE inspection data annually to ensure goals are being met.  
  
Map and correlate spills with FSE locations and determine what corrective actions are needed, such as adding portions of system to the hot spot cleaning list or further education at upstream FSE locations. This task is done anytime a spill occurs.
8. **System Evaluation, Capacity Assurance, and Capital Improvements:** Update capacity analysis when any significant changes in loads have occurred or are predicted to occur (i.e. future development or redevelopment)
9. **Communication:** Review communication program annually to ensure goals are being met. Review causes of spills and increase communication efforts if necessary.

### **9-2.3 SUCCESS OF PREVENTATIVE OPERATION AND MAINTENANCE ACTIVITIES**

Order 2022-0103-DWQ requires MCSD to “*assess the success of the preventive operation and maintenance activities.*”

A sewer collection system with less than three (3) spills from the publicly owned system (excluding private property spills that do not result from a blockage in the public system) per 100 miles per year is considered an adequate system. For MCSD’s sewer system (169 miles), this is an average of about five (5) spills per year. With only one spill occurring during the audit period (5/2/21 through 5/2/24), it appears that the current preventive maintenance activities are succeeding in preventing spills in the system.

**9-2.4 UPDATE PLAN PROCEDURES AND ACTIVITIES**

Order 2022-0103-DWQ requires that MCSD “*update plan procedures and activities, as appropriate, based on results of monitoring and performance evaluation.*”

Order 2022-0103-DWQ requires internal audits be conducted every 3 years to evaluate the implementation and effectiveness of the SSMP in preventing spills and compliance with the order, identify SSMP deficiencies, and identify necessary modifications to the SSMP to correct the deficiencies. A proposed schedule to address the identified deficiencies will be included in the audits.

It is recommended that MCSD review the audit recommendations regularly, annually at minimum, and determine what has been completed and what still needs to be assigned to staff and worked on before the next SSMP update due date. All modifications should be documented. SSMP updates are required every 6 years.

**9-2.5 SPILL TRENDS**

Order 2022-0103-DWQ requires that MCSD “*identify and illustrate spill trends, including spill frequency, locations and estimated volumes.*”

MCSD’s spill history from 2009 through 2024 is detailed in Table 9-1. The location and cause of the spill are shown for each event. Fortunately, MCSD does not experience many spills but nevertheless, the spills should be tracked for future use in identifying spill trends and plan system or program improvements and corrections as needed. The spill location can also be monitored and placed on the frequent maintenance list.

**Table 9-1  
Spill History from 2009-2024**

Year	Spill ID	Date	Location	Spill Volume (gal)	Recovered Volume (gal)	Volume Reached Surface Water (gal)	Spill Category	Reached Storm Drains?	Where Failure Occurred	Likely Cause
2009	741258	1/3/09	14942 Moran St	75	75	0	3	Yes	Main	Debris
	741258	7/15/09	7032 Natal	100	100	0	3	No	Main	Grease
	743105	8/13/09	14682 Newland St	100	100	0	3	No	Main	Grease
2010	748746	1/24/10	9342 Oasis Ave	500	180	320	1	Yes	Main	Grease
	758522	11/13/10	14875 Brookhurst St	50	50	0	3	No	Main	Grease
	759120	12/1/10	8652 Oasis	100	100	0	3	No	Main	Debris
	759308	12/12/10	9571 Madison Cir	50	50	0	3	No	Main	Grease
2011	766962	5/29/11	Hefley & Milton	25	25	0	3	No	Main	Grease
	769650	8/9/11	8340 Wells Rd	10	10	0	3	No	Main	Grease
	770693	9/4/11	8675 Brooke Dr	100	50	50	1	Yes	Main	Debris/Woo
2012	784595	8/2/12	6381 Kiowa	50	50	0	3	No	Main	Debris/Rags
	793776	12/2/12	13841 Richardson Wy	50	50	0	3	No	Main	Debris/Rags
2013	798179	8/25/13	14682 Newland St	20	15	5	1	Yes	Main	Debris/Rags
2014	No spills									
2015	812377	1/20/15	9001 Yermo Wy	100	100	0	3	No	Main	Debris/Rags
2016	828464	9/25/16	10091 Beverly Ln	50	0	50	1	Yes	Main	Debris/Rags
2017	840502	10/2/17	14852 Dillow & Kramer	500	300	200	1	Yes	Main	Grease

**Table 9-1 (continued)  
Spill History from 2009-2024**

Year	Spill ID	Date	Location	Spill Volume (gal)	Recovered Volume (gal)	Volume Reached Surface Water (gal)	Spill Category	Reached Storm Drains?	Where Failure Occurred	Likely Cause
2018	No spills									
2019	863793	12/21/19	13800 Milton Ave	300	200	100	3	Yes	Main	Grease
2021	No spills									
2022	No spills									
2023	885862	1/31/23	14891 Newland St	1,000	500	500	1	Yes	Manhole	Grease
2024	No spills									

**9-3 SUMMARY OF RECOMMENDATIONS**

The following items are recommended to be added and/or updated in regards to MCSD's Monitoring, Measurement, and Program Modifications:

1. Start keeping records of each pump station visit and record observations, checks, work completed, etc.
2. Invest in a computer maintenance management system so that cleaning records can be kept electronically, and maintenance activities can be more easily tracked and mapped.
3. Develop a plan for monitoring the implementation and measuring the effectiveness of each SSMP element
4. Review the audit recommendations regularly, annually at minimum, and determine what has been completed and what still needs to be assigned to staff and worked on before the next SSMP update due date. All modifications should be documented. SSMP updates are required every 6 years.
5. Continue to track spills for future use in identifying spill trends and plan system or program improvements and corrections as needed

**SECTION 10**  
**INTERNAL AUDITS**

**10-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS**

Order 2022-0103-DWQ requires that “*The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order.*”

**10-2 COMPLIANCE**

Section 5.4 of the 2022-0103-DWQ requires:

*The Enrollee shall conduct an internal audit of its Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee’s last required audit period. **Within six months after the end of the required 3-year audit period**, the LRO shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.*

MCSD’s SSMP and Audit due dates are shown in Table 10-1. The current audit period is May 2, 2021 through May 2, 2024. MCSD must complete and upload this audit to the CIWQS website within six months after the end of the required 3-year audit period or by November 2, 2024. SSMP Audits are required every three years per Order 2022-0103-DWQ.

**Figure 10-1**  
**Sewer System Management Plan Due Dates**

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Midway City SD CS	8SSO10588	5/2/2009	5/2/2014	5/2/2019	5/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Midway City SD CS	8SSO10588	5/2/2011	5/2/2013	5/2/2015	5/2/2017	5/2/2019	5/2/2021	5/2/2024

\* Per Section 5.5 and Attachment E1, Section 3.11 of the General Order, Plan updates are due within six years after the required due date of the Enrollee’s last Plan Update.

\*\* Per Section 5.4 and Attachment E1, Section 3.10 of the General Order, the Audit Report is due within six months after the end of the required 3-year audit period.

Additionally, as stated in Section 5.4, *“The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee’s sewer system operators must be involved in completing the audit. At minimum, the audit must:*

- a) *Evaluate the implementation and effectiveness of the Enrollee’s Sewer System Management Plan in preventing spills;*
- b) *Evaluate the Enrollee’s compliance with this General Order;*
- c) *Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State; and*
- d) *Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.*
- e) *The Enrollee shall submit a complete audit report that includes:*
  - o *Audit findings and recommended corrective actions;*
  - o *A statement that sewer system operators’ input on the audit findings has been considered; and*
  - o *A proposed schedule for the Enrollee to address the identified deficiencies.”*

This audit report meets the requirements of Order 2022-0103-DWQ and will assist MCSD in updating its SSMP documents, which must be completed and approved by MCSD Board of Directors by May 2, 2025.

Through staff interviews and meetings, sewer system operator input was considered and used to complete this audit.

The audit recommendations are summarized in Table 10-1. It includes a tentative schedule for addressing identified deficiencies.

### **10-3 SUMMARY OF RECOMMENDATIONS**

No Recommendations.

**Table 10-1  
2024 SSMP Audit Findings**

Finding No.	SSMP Section	Section of Attachment D, SSMP Required Elements	Quote the Requirement	SSMP Audit Recommendation	Name of Auditor	Reason for Finding	Action to be Taken	Date Action to be Completed by
1	Goals and Introduction	1	<i>The goal of the SSMP is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur</i>	Include system specific goals for properly managing, operating, and maintaining the sewer system to reduce and prevent sewer spills as well as contain and mitigate any spills that do occur.	AKM	SSMP Audit	Add detailed goals to SSMP Document	Next SSMP Update due 5/2/25
2	Goals and Introduction	1.1	<i>The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates.</i>	Add regulatory context that generally describes the SSMP program elements and discusses how they are implemented and updated over time.	AKM	New Requirement	Add regulatory context to SSMP Document	Next SSMP Update due 5/2/25
3	Goals and Introduction	1.2	<i>The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills.</i>	Add a schedule for updating the SSMP and for conducting audits with a tentative schedule of milestones	AKM	New Requirement	Add schedule to SSMP Document	Next SSMP Update due 5/2/25
4	Goals and Introduction	1.3	<i>The Plan Introduction section must provide a description of the Enrollee-owned assets and service area; Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system.</i>	Add a description of the sewer system assets and sewer service area  Include an up-to-date map(s) of the sewer system	AKM	New Requirement	Add detailed introduction to SSMP Document	Next SSMP Update due 5/2/25
5	Organization	2	<i>The name of the Legally Responsible Official as required in Section 5.1 (Designation of a Legally Responsible Official) of this General Order;</i>	Ensure that the identified LRO meets the criteria of Section 5.1 of Order 2022-0103-DWQ  Update the information for the currently designated LRO(s)	AKM	New Requirement	Update LRO Information in SSMP Document	Next SSMP Update due 5/2/25
6	Organization	2	<i>The position titles, telephone numbers, and email addresses for management, administrative and maintenance positions responsible for implementing specific Sewer System Management Plan elements;</i>	Review and update the Organizational Chart and SSMP Responsibilities table as needed when the SSMP document is updated	AKM	New Requirement	Update Organizational Chart and Responsibilities Table in SSMP Document	Next SSMP Update due 5/2/25
7	Organization	2	<i>Organizational lines of authority; and chain of communication for reporting spills, from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies as applicable. (For example, county health officer, county environmental health agency, and State Office of Emergency Services.)</i>	Ensure that the next SSMP references the new 2023 SERP document as needed, to meet all requirements	AKM	SSMP Audit	Update SERP description in SSMP Document	Next SSMP Update due 5/2/25
8	Operation and Maintenance Program	4.2	<i>Preventive Operation and Maintenance Activities</i>  <i>A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:</i> •Inspection and maintenance activities •Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems. •Regular visual and closed-circuit television inspections of manholes and sewer pipes.  <i>The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure</i>	Renew contract for preventative maintenance of generators  Renew contract for preventative maintenance of pump stations  Document daily cleaning areas electronically in lieu of paper logs and a paper map.  Develop more detailed cleaning records	AKM	SSMP Audit	Renew maintenance contracts; Improve cleaning records	Next SSMP Update due 5/2/25
9				Invest in a Computerized Maintenance Management System (CMMS) to assist with planning and tracking maintenance activities	AKM	SSMP Audit	Implement CMMS	12/31/2025
10				Evaluate CCTV inspection data, identify defects and develop improvement project recommendations  Develop a plan for the continuation of CCTV inspections of the system	AKM	New Requirement	Evaluate CCTV; Develop plan for continued CCTV inspection	12/31/2025

Table 10-1 (continued)  
2024 SSMP Audit Findings

Finding No.	SSMP Section	Section of Attachment D, SSMP Required Elements	Quote the Requirement	SSMP Audit Recommendation	Name of Auditor	Reason for Finding	Action to be Taken	Date Action to be Completed by
11	Operation and Maintenance Program	4.3	<p><i>In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:</i></p> <ul style="list-style-type: none"> <li><i>•The requirements of this General Order;</i></li> <li><i>•The Enrollee’s Spill Emergency Response Plan procedure and practice drills;</i></li> <li><i>•Skilled estimation of spill volume for field operators; and</i></li> <li><i>•Electronic CIWQS reporting procedures for staff submitting data.</i></li> </ul>	Keep track of the training history in an electronic database and update the database on a yearly basis.	AKM	SSMP Audit	Keep track of training history electronically	Next SSMP Update due 5/2/25
12				Establish regular trainings on the new topics required by Order 2022-0103-DWQ including the newly required training SERP training drills, estimation of spill volumes, and CIWQS reporting procedures.	AKM	SSMP Audit	Develop new trainings	Next SSMP Update due 5/2/25
13				Establish training frequencies for all courses and state them in the SSMP (i.e. annual, semi-annual, etc.).	AKM	SSMP Audit	Establish frequencies	Next SSMP Update due 5/2/25
14	Design and Performance Provisions	5.1 & 5.2	<p><i>Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria.</i></p> <p><i>Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances .</i></p>	Review and update Design and Construction Requirements for Sanitary Sewers document as needed to meet current industry standards.	AKM	SSMP Audit	Review and update design and construction requirements	12/31/2025
15				Add pump station design criteria and construction standards to the Design and Construction Requirements for Sanitary Sewers document	AKM	SSMP Audit	Add pump station design criteria and construction standards	12/31/2025
16				Review and update the standard drawings as needed to meet current industry standards.	AKM	SSMP Audit	Review and update standard drawings	12/31/2025
17				Add pump station pump station inspection and testing procedures to the Design and Construction Requirements for Sanitary Sewers document.	AKM	SSMP Audit	Add pump station procedures	12/31/2025
18	Spill Emergency Response Plan	6	<p><i>The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:</i></p>	<p>Ensure that the SSMP Update document uses the terminology Spill Emergency Response Plan versus Overflow Emergency Response Plan.</p> <p>Refer to MCS D’s 2023 SERP document and explain that this new document is compliant with Order 2022-0103-WQ requirements.</p>	AKM	New Requirement	Update SERP section of SSMP Document	Next SSMP Update due 5/2/25
19	Sewage Pipe Blockage Control Program	7	<p><i>An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;</i></p>	Provide a link on the website or reference Ordinance No. 63 so it is easily accessed by FSE owners/public.	AKM	SSMP Audit	Update website	Next SSMP Update due 5/2/25
20				Expand on the “implementation plan and schedule” for the public education and outreach program in the SSMP document. For example, provide a timeline of activities in relation to FOG education after a new FSE is established. Or describe any annual activities in relation to FOG education.	AKM	New Requirement	Expand on implementation plan and schedule in SSMP Document	Next SSMP Update due 5/2/25
21				Include FOG educational material as an appendix in the SSMP document. Consider developing a FOG Control Manual to be provided to FSEs.	AKM	SSMP Audit	Gather FOG material and/or develop FOG Manual	Next SSMP Update due 5/2/25
22				Describe all educational outreach activities to the general public in the SSMP document	AKM	SSMP Audit	Add description to SSMP Document	Next SSMP Update due 5/2/25
23	Sewage Pipe Blockage Control Program	7	<p><i>A plan and schedule for the disposal of pipe-blocking substances 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 substances generated within a sanitary sewer system service area;</i></p>	Add the list of liquid waste haulers that are registered with the County of Orange Health Care Agency be added to the SSMP document when it is updated	AKM	SSMP Audit	Add list to SSMP Document	Next SSMP Update due 5/2/25

Table 10-1 (continued)  
2024 SSMP Audit Findings

Finding No.	SSMP Section	Section of Attachment D, SSMP Required Elements	Quote the Requirement	SSMP Audit Recommendation	Name of Auditor	Reason for Finding	Action to be Taken	Date Action to be Completed by
24	Sewage Pipe Blockage Control Program	7	<i>Authority to inspect grease producing facilities, enforcement authorities, and whether the enrollee has sufficient staff to inspect and enforce the FOG ordinance.</i>	Incorporate BMP inspections into the FOG program.	AKM	SSMP Audit	Incorporate BMP Inspections	12/31/2025
25	Sewage Pipe Blockage Control Program	7		Identify the location of the FSEs in need of a GCD and determine if it is potentially causing excessive grease in the system and/or tributary to a hot spot location.	AKM	SSMP Audit	Identify FSEs potentially causing excessive grease in system	12/31/2025
26	Sewage Pipe Blockage Control Program	7		<i>An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section.</i>	Add a map of the hot spots and siphons in the next SSMP update	AKM	SSMP Audit	Add map to SSMP Document
27	System Evaluation and Capacity Assurance Plan	8.1	<i>Prioritize the condition assessment of system areas that: - Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies; - Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas; - Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;</i>	Identify and justify the amount (percentage) of sewer system for condition assessment each year moving forward. Include a schedule for future inspection based on the current condition.  Assess the condition of the pipes and manholes based on the CCTV inspections.  Develop repair and replacement projects.	AKM	New Requirement	Develop CCTV program moving forward; Add description to SSMP Document	12/31/2025
28	System Evaluation and Capacity Assurance Plan	8.1	<i>Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;  Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;  Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and  Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.</i>	Prioritize the repair and rehabilitation recommendations considering environmental consequence, vicinity to surface waters, vicinity to receiving water with bacterial related impairment.  Identify assets vulnerable to direct and indirect impacts of climate change including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.	AKM	New Requirement	Develop methodology; Add description to SSMP Document	12/31/2025
29	System Evaluation and Capacity Assurance Plan	8.2	<i>Capacity Assessment and Design Criteria The Plan must include procedures to identify system components that are experiencing or contributing to spills caused hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for: - Dry-weather peak flow conditions that cause or contributes to spill events; - The appropriate design storm(s) or wet weather events that causes or contributes to spill events; - The capacity of key system components; and - Identify the major sources that contribute to the peak flows associated with sewer spills.</i>	Describe the capacity analysis completed for the Sewer Master Plan in the SSMP Update.	AKM	New Requirement	Update model and capacity analysis	Next SSMP Update due 5/2/25



Table 10-1 (continued)  
2024 SSMP Audit Findings

Finding No.	SSMP Section	Section of Attachment D, SSMP Required Elements	Quote the Requirement	SSMP Audit Recommendation	Name of Auditor	Reason for Finding	Action to be Taken	Date Action to be Completed by
30	System Evaluation and Capacity Assurance Plan	8.3	<i>Prioritization of Corrective Action</i> <i>The findings of the condition assessment and capacity assessment must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.</i>	Develop a method to prioritize the recommended corrective actions, considering the severity of the consequences of potential spills.  Consider investing in an AI-powered condition assessment and risk-based capital planning software packages to assist with the prioritization of condition related projects along with capacity related projects. Software examples include Autodesk Info360 Asset and AquaTwin Asset / Pro.  If the risk assessment cannot be completed by May 2, 2025, clearly state the plan and schedule to complete a risk assessment in the SSMP Update document.	AKM	New Requirement	Develop prioritization criteria	12/31/2025
31	System Evaluation and Capacity Assurance Plan	8.4	<i>Capital Improvement Plan</i> <i>The capital improvement plan must include the following items:</i> <i>- Project schedules including completion dates for all portions of the capital improvement program;</i> <i>- Internal and external project funding sources for each project; and</i> <i>- Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and interagency coordination with other impacted utility agencies.</i>	Include the recommended improvement projects resulting from the Sewer Master Plan work in the next SSMP Update with projected completion dates and funding sources identified.	AKM	New Requirement	Include improvement projects in SSMP Update	Next SSMP Update due 5/2/25
				Develop a project schedule of all projects with projected completion dates and funding sources. Include project list and schedule in the City's next SSMP Update which is due to be submitted by August 2, 2025.	AKM	New Requirement	Develop project schedule	Next SSMP Update due 5/2/25
32	Monitoring, Measurement, and Program Modifications	9	<i>The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:</i> <i>- Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;</i> <i>- Monitor the implementation and measuring the effectiveness of each Plan element;</i> <i>- Assessing the success of the preventative operation and maintenance activities;</i> <i>- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and</i> <i>- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.</i>	Start keeping records of each pump station visit and record observations, checks, work completed, etc.	AKM	SSMP Audit	Develop pump station log and implement for each weekly visit	Next SSMP Update due 5/2/25
33				Invest in a maintenance management system so that cleaning records can be kept electronically, and maintenance activities can be more easily tracked and mapped.	AKM	SSMP Audit	Research maintenance management system and implement as needed	12/31/2025
34				Develop a plan for monitoring the implementation and measuring the effectiveness of each SSMP element	AKM	SSMP Audit	Develop methodology	Next SSMP Update due 5/2/25
35				Review the audit recommendations regularly, annually at minimum, and determine what has been completed and what still needs to be assigned to staff and worked on before the next SSMP update due date. All modifications should be documented. SSMP updates are required every 6 years.	AKM	SSMP Audit	Review Audit	Next SSMP Update due 5/2/25
36				Continue to track spills for future use in identifying spill trends and plan system or program improvements and corrections as needed	AKM	SSMP Audit	Continue to track spills	-

**SECTION 11**  
**COMMUNICATION PROGRAM**

**11-1 SEWER SYSTEM MANAGEMENT PLAN REQUIREMENTS**

Order 2022-0103-DWQ requires that:

*The Plan must include procedures for the Enrollee to communicate with:*

- a) *The public for:*
  - *Spills and discharge resulting in closure of public areas, or that enter a source of drinking water, and*
  - *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- b) *Owners/operators of systems that connect into the Enrollee’s system, including satellite system, for:*
  - *System operation, maintenance, and capital improvement-related activities.*

**11-2 COMPLIANCE**

MCS D has addressed its compliance to the Communication Program requirements by conducting the activities and maintaining the information listed in Table 11-1.

**Table 11-1**  
**Communication Program**

Party	Line of Communication
Midway City Sanitary District Residents and Businesses	Monthly Board Meetings
	Local Community Events
	Educational Materials on Website
	MCS D News Letters
Food Service Establishments	Semi-annual GCD Inspections
	FOG Information Posted on Website
	Ordinance No. 63
Engineers and Contractors	Information on Website
	Design and Construction Requirements for Sanitary Sewers
	City of Westminster Development Review Team Meeting
Orange County Flood Control District	Regular formal meetings, as well as other informal communications, conducted by and between agencies
City of Westminster	
Orange County Health Care Agency	
Municipal Water District of Orange County	
Garden Grove Sanitary District	
City of Fountain Valley	
Water Emergency Response Organization of Orange County (WEROC)	

**11-2.1 PROCEDURES TO COMMUNICATE WITH PUBLIC**

Order 2022-0103-DWQ requires MCSD have procedures to communicate with “the public for:

- *Spills and discharge resulting in closure of public areas, or that enter a source of drinking water, and*
- *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.”*

Public notifications for closures to public facilities due to a spill or any other reason, is provided by MCSD staff via social media or MCSD’s website. MCSD’s General Manager and LRO work together to determine if and when the media will be informed of a spill incident.

The Sewer System Management Plan (SSMP) will be discussed at Board meetings, which are open to the public. The SSMP is adopted by resolution and be posted on MCSD’s website. A channel is provided for the public to provide comments and feedback. Notifications are made via newsletter and social media.

**11-2.2 PROCEDURES TO COMMUNICATE WITH OWNERS/OPERATORS OF OTHER SYSTEMS**

Order 2022-0103-DWQ requires MCSD to have procedures to communicate with “owners/operators of systems that connect into the Enrollee’s system, including satellite system, for:

- *System operation, maintenance, and capital improvement-related activities.”*

There are joint use sewage facilities in and around the MCSD service area. Some of the sewage generated in Garden Grove Sanitary District’s (GGSD) service area is conveyed via joint use facilities through MCSD’s service area to Orange County Sanitation District (OCSD) trunk sewers. Some of the sewage generated in MCSD’s service area is conveyed via joint use facilities through the City of Fountain Valley to OCSD trunk sewers. Existing joint use agreements include the following:

1. Agreement of Joint Use of Sewerage Facilities between MCSD and GGSD (April 14, 1997)
2. Basic Accommodation Agreement between MCSD and the City of Fountain Valley (March 4, 1963)

The agreements specify capacity rights, maintenance responsibilities, as well as replacement or repair responsibilities of the shared sewers.

Most of the communication with other agencies or external parties are on an as-needed basis, however, MCSD does have monthly meetings with OCSD and has more frequent meetings with the City of Westminster. MCSD staff attends the City of Westminster Development Review Team (DRT) bi-weekly meetings. These meetings are typically attended by Public Works staff as well as Orange County Fire Authority staff are also in attendance. DRT meetings are important in understanding what the City of Westminster is planning in terms of new development and/or redevelopment. All parties coordinate planning of sewer facilities and sewer system analysis when proposed developments might affect capacity or capital improvement related activities.

**11-3 SUMMARY OF RECOMMENDATIONS**

No Recommendations.



AGENDA ITEM 9B

Date: October 15, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Milo Ebrahimi, P.E., District Engineer

Subject: Consider Approval of Maintenance Services Agreement with Pumpman, LLC to Provide Sewer Lift Station Preventive and On-Call Pump Maintenance and Annual Wet-Well Cleaning for an Initial Period of Two Years, with Three One-Year Options

**BACKGROUND**

The Midway City Sanitary District (District) operates four sewer lift stations in the City of Westminster, each containing two WEMCO Hydrostal submersible pumps. Lift station pumps are critical components of wastewater management systems, as they ensure the efficient transport of sewage from lower to higher elevations. Preventive maintenance is essential to minimize downtime, extend the equipment's lifespan, and ensure reliable operation. Periodic maintenance of the lift stations also helps limit the District's liability in the event of a failure. The State Water Resources Control Board considers all proactive measures taken by agencies when assessing fines following a failure. The Hydrostal pumps are specialized equipment that few companies service.

On August 22, 2024, District staff issued a formal Request for Proposals (RFP) for a multi-year contract for quarterly lift station pump maintenance, annual wet well cleaning, and on-call emergency repair services, and provided the RFP to several companies. However, the District did not receive any proposals. After making revisions intended to facilitate easier submission of proposals, District staff issued a revised RFP on September 23, 2024. PumpMan, LLC was the only vendor to provide a proposal.

**DISCUSSION**

PumpMan, LLC was the only company to provide a proposal to the District. PumpMan has provided maintenance services for the District's four lift stations for several years. Lift station pumps are specialty pumps that not many maintenance contractors are able to provide service for. PumpMan is qualified to service the specialty Hydrostal pumps and has provided reliable and responsive service to the District for the last several years.

The proposed Agreement would cover an initial term of two (2) years (or 8 quarterly maintenance visits), with three (3) one-year option periods that the District's General Manager could exercise in his discretion. The cost for quarterly maintenance and wet well cleaning would be fixed for the first two years of the Agreement at \$54,220 per year (or \$13,555 per quarter). On-call and emergency maintenance services would be billed at a rate of \$185 per hour for service technicians and \$160 per hour for helpers during regular business hours, with higher rates for weekend and after-hour service calls. These prices are comparable to what PumpMan has previously charged

the District. Price increases for subsequent option years (if exercised by the District) would be capped at no more than the percentage increase in the Consumer Price Index for the previous year. Any necessary replacement parts provided by the Contractor would be at cost, plus a markup not to exceed 25%, but would require advance approval from District staff.

### **FISCAL IMPACT**

Scheduled quarterly pump maintenance and wet well cleaning would be at a fixed cost of \$54,220 per year for the initial two-year term of the Agreement, and any price increases in subsequent option years would be limited to the increase in the Consumer Price Index. Unanticipated emergency repairs and maintenance and necessary replacement parts and equipment would be at additional unknown cost, but is not expected to exceed \$10,000 per year. There are sufficient funds for the current Fiscal Year in the Repairs and Maintenance Account, Account Number 7700.00.

### **STAFF RECOMMENDATION**

Staff recommends that the Board of Directors approve the attached Maintenance Services Agreement with Pumpman, LLC to Provide Sewer Lift Station Preventive and On-call Pump Maintenance and Annual Wet-well Cleaning and authorize the General Manager to make minor modifications to the Agreement, as needed, and to execute the Agreement on behalf of the District.

### **ATTACHMENTS**

1. Proposed Agreement for Sewer Lift Station Preventative and On-Call Pump Maintenance and Annual Wet Well Cleaning.
  - a. Exhibit "A": PumpMan, LLC Proposal
  - b. Exhibit "B": Scope of Work

## MAINTENANCE SERVICES AGREEMENT

*PumpMan, LLC*

*(Sewer Lift Station Preventative and On-Call Pump Maintenance & Annual Wet Well Cleaning)*

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter “Agreement”) is made to be effective this 21st day of October 2024 (the “Effective Date”), by the MIDWAY CITY SANITARY DISTRICT, a public entity (hereinafter referred to as ”DISTRICT”), and PumpMan, LLC, a California limited liability company, (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Midway City Sanitary District Board authorization dated October 15, 2024.
2. DISTRICT has determined there is a need to retain the professional services of a qualified company to perform scheduled quarterly preventive pump maintenance, yearly wet-well cleaning, and as-needed or emergency repair and maintenance services for the District’s four sewer lift stations (the “Project”) in accordance with the Request for Proposals for Sewer Lift Station Preventative and On-Call Pump Maintenance and Annual Wet Well Cleaning, dated September 23, 2024 (hereinafter referred to as the “Request for Proposals”) prepared by DISTRICT.
3. In response to the Request for Proposals, CONTRACTOR has submitted to DISTRICT a proposal to provide DISTRICT with the requested scheduled quarterly preventive pump maintenance, yearly wet-well cleaning, and as-needed or emergency repair and maintenance services for the District’s four sewer lift stations (the “Proposal”).
4. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional maintenance services to DISTRICT for the Project and has agreed to provide such services as provided herein. DISTRICT does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
5. DISTRICT desires to retain CONTRACTOR to provide such professional maintenance services for the Project.

## AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term and Termination. The term of this Agreement shall commence on October 21, 2024 and shall continue in effect until the later of (a) October 21, 2026, or (b) the date CONTRACTOR has fully completed eight (8) quarterly maintenance services and two annual wet well cleanings pursuant to the Agreement, unless earlier terminated by DISTRICT. The term of the Agreement may be extended for up to three (3) additional one (1) year terms at the DISTRICT's option. The DISTRICT's General Manager is authorized to exercise said extension options on behalf of the DISTRICT. This Agreement may be terminated by DISTRICT without cause upon thirty (30) days written notice. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with Section 3.5 of this Agreement. CONTRACTOR is required to present evidence to support performed work completion.

2. Services to be Provided.

2.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide all labor, material, and equipment (except as otherwise specified in the Scope of Work) to perform quarterly preventive pump maintenance, yearly wet-well cleaning, and as-needed or emergency repair and maintenance services for the District's four sewer lift stations for the Project as set forth in (a) the Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference, and (b) the Scope of Work included in the Request for Proposals, which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to DISTRICT entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of DISTRICT. The Proposal, the Request for Proposals, and this Agreement do not guarantee any specific amount of work.

2.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Work included in the Request for Proposals; (3) CONTRACTOR's Proposal submitted to DISTRICT, which shall collectively be referred to collectively hereinafter as the "Contract Documents." The CONTRACTOR's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. The Scope of Work included in the Request for Proposals is attached hereto as Exhibit "B" and is



hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the Consultant's Proposal (Exhibit "A"); and (3rd) the provisions of the Scope of Work (Exhibit "B").

2.3 Compliance with Law. CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and Cal/OSHA requirements. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

2.4 Licenses, Permits, and Fees. Prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

2.5 Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that: (1) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (2) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by

DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from DISTRICT.

2.6 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by DISTRICT, except such losses or damages as may be caused by DISTRICT's own negligence.

2.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

### 3. Compensation.

3.1 Amount. For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by DISTRICT for the services performed, including authorized reimbursements, in accordance with the fixed not-to-exceed prices and hourly rates set forth in the Price Proposal included within CONTRACTOR'S Proposal (Exhibit "A"). Total compensation for scheduled quarterly maintenance and annual wet-well cleaning for the first two years of Services provided by CONTRACTOR under this Agreement shall not exceed the total maximum contract amount of Fifty Four Thousand Two Hundred Twenty Dollars and 00/100 cents (\$54,220.00) per year, payable in four equal installments of Thirteen Thousand Five Hundred Fifty Five Dollars and 00/100 cents (\$13,555.00), as set forth in Exhibit "A," commencing on the date of the first quarterly maintenance service provided by CONTRACTOR pursuant to this Agreement, which is anticipated to occur in approximately January 2025. The not-to-exceed amounts for scheduled quarterly maintenance and annual wet-well cleaning shall include the attendance of CONTRACTOR at all Project meetings deemed reasonably necessary by the DISTRICT. CONTRACTOR shall not be entitled to any additional compensation for attending these meetings. For additional Services or Work requested by DISTRICT, including on-call and emergency maintenance and repairs, CONTRACTOR shall be compensated by DISTRICT on a time and materials basis at the hourly rates set forth in in Exhibit "A." For parts and equipment installed by CONTRACTOR in conjunction with the Services or Work for which CONTRACTOR is entitled to reimbursement pursuant to CONTRACTOR's Proposal, if any, DISTRICT shall reimburse CONTRACTOR for the actual cost of such parts or equipment, plus the percentage markup set forth in Exhibit "A," provided DISTRICT has approved the purchase and installation of such parts or equipment in advance. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the DISTRICT and will only be approved if such expenses are also specified in the Proposal.

3.2 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in CONTRACTOR's Proposal (Exhibit "A") shall remain fixed and unchanged from the Effective Date through completion of the eighth (8<sup>th</sup>) quarterly maintenance service provided by CONTRACTOR pursuant to the Agreement (i.e., from October 21, 2024, through approximately October 21, 2026). Thereafter, CONTRACTOR may submit a request to adjust its fees, rates,

and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust CONTRACTOR's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the DISTRICT's General Manager, in writing, and is subject to the DISTRICT's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index, All Urban Consumers, for the Los Angeles-Long Beach-Anaheim region for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

3.3 Payment. For Work or Services under this Agreement, payment shall be made in arrears per invoice for Work completed.

3.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by DISTRICT and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in CONTRACTOR's profession.

3.5 Termination. DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

3.6 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Midway City Sanitary District Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to DISTRICT.

#### 4. Insurance requirements.

4.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers Compensation Insurance. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 Insurance Amounts. CONTRACTOR and all subcontractors shall procure and maintain insurance acceptable to DISTRICT. Unless otherwise agreed or waived in writing by

DISTRICT's General Manager, CONTRACTOR and all subcontractors shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respect to DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. Non-Liability of Officials and Employees of the District. No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.

6. Conflict of Interest. No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

7. Covenant Against Discrimination. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Independent Contractor.

(a) The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a DISTRICT employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as DISTRICT officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at DISTRICT's offices. DISTRICT shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. DISTRICT shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against DISTRICT, or bind DISTRICT in any manner.

(c) No DISTRICT benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the DISTRICT has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of

CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT from and against all such financial obligations.

9. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) PumpMan, LLC  
Attn: General Manager  
5020 Bleecker Street  
Baldwin Park, CA 91706

(DISTRICT) Midway City Sanitary District  
Attention: District Engineer  
14451 Cedarwood Street  
Westminster, CA 92863

(WITH COPY TO) Midway City Sanitary District  
Attention: General Counsel  
14451 Cedarwood Street  
Westminster, CA 92863

10. Time of Essence. Time is of the essence in the performance of this Agreement.

11. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

12. Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all third party claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, to the extent caused by negligent acts, errors or omissions or willful misconduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired

by CONTRACTOR. The exception to CONTRACTOR's responsibility to protect, defend, and hold harmless DISTRICT, is due to the active negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

13. Bonds. Reserved

14. Reports.

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of DISTRICT. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to District the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of DISTRICT, and all publication rights are reserved to DISTRICT.

(b) All Reports prepared by CONTRACTOR may be used by DISTRICT in execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other DISTRICT projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by District.

15. Prevailing wages. DISTRICT has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. CONTRACTOR agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, CONTRACTOR shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold DISTRICT, its elected officials, officers, employees,

and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement CONTRACTOR understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

15.1 This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“DISTRICT”) and CONTRACTOR agree to be bound by all the provisions thereof as though set forth in full herein.

15.2 CONTRACTOR shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to DISTRICT prior to the Effective Date of this Agreement.

15.3 CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at <https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>, are on file with DISTRICT, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

15.4 Pursuant to California Labor Code Section 1771.4, CONTRACTOR’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

15.5 CONTRACTOR shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the DISTRICT of the location of the records. CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

15.6 CONTRACTOR shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

15.7 Eight (8) hours of labor shall constitute a legal day’s work for all workmen employed in the execution of this Agreement, and CONTRACTOR and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. CONTRACTOR shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONTRACTOR shall, as a penalty to DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this



Agreement by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

15.8 Pursuant to California Labor Code Sections 1860 and 3700, CONTRACTOR will be required to secure the payment of compensation to its employees. By signing this Agreement, CONTRACTOR hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

15.9 Pursuant to California Labor Code Section 1771.1, CONTRACTOR and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. CONTRACTOR shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code. By submitting a bid or proposal to DISTRICT, CONTRACTOR is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and CONTRACTOR shall provide proof of registration for themselves and all listed subcontractors to DISTRICT upon request.

15.10 CONTRACTOR shall provide the list of subcontractors, along with their DIR registration numbers, utilized on this Agreement prior to any Work being performed; and the CONTRACTOR shall provide a complete list of all subcontractors with each invoice. Additionally, CONTRACTOR shall provide DISTRICT with a complete list of all subcontractors utilized on this Agreement within ten working days of the completion of the Work, along with their DIR registration numbers.

16. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

18. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

19. California Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

20. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

21. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONTRACTOR.

22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

23. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

24. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

“DISTRICT”  
MIDWAY CITY SANITARY DISTRICT,  
a public entity

“CONTRACTOR”  
PumpMan, LLC, a California limited liability  
company

By: \_\_\_\_\_  
Robert Housley  
General Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel  
Midway City Sanitary District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to District.

**EXHIBIT "A" TO AGREEMENT  
CONTRACTOR'S PROPOSAL**

# Midway City Sanitary District Maintenance Proposal

## A. Approach

Pumpman will inspect and check all equipment described, to be in proper order, including lubrication if necessary. Calibrate and check controls to ensure that the equipment is functioning at the right times and intervals specific to their application. We will assist with cleaning the systems with customer provided vector. Provide a copy of the completed maintenance report following each service.

## B. Description of Firm, management and team member.

Pumpman LLC  
5020 Bleecker St  
Baldwin Park CA 91706  
General Manager Gabriel Carbajal  
Contact # 626 939-0300 xt 205  
Email: gabriel.carbajal@pumpman.com  
Project Manager Roger Mena  
Contact # 626 939-0300 xt 203  
Cell # 626 827-7080  
Email: roger.mena@pumpman.com  
Day to Day Contact Maria Villagomez  
Contact Number 626 939-0300 xt 207  
Email: maria.villagomez@pumpman.com

## C. Qualifications.

Currently providing maintenance services for Cities of Lancaster, Santa Monica, Fullerton, Walnut, Alhambra, as well as multiple commercial buildings.

## D. Scope of Work

Quarterly maintenance service including confined space entry equipment.

## E. Proposed Pricing

Detailed maintenance proposal attached below. Price for Quarterly maintenance total \$54,220.00, billed in 4 installments of \$13,555.00.

Hourly price sheet attached below.

Mark up on parts not to exceed 25%.

## F. References, Related Experience and Examples of work.

City of Santa Monica MAPS AND SMURF Station  
Maintenance service and repair work completed at sewage treatment plant.  
City of Fullerton  
Monthly maintenance service of their Storm stations.  
City of Lancaster  
Maintenance service of LMD storm stations.  
City of Walnut  
Maintenance service for the booster pumps.

## G. Sample Report

See attached reports below



**PUMP SYSTEM PLANNED MAINTENANCE AGREEMENT**



St. Lic. 1024442

DATE **10/1/24** TERM OF AGREEMENT IS FROM **10/21/24** TO **10/21/26**

AUTOMATICALLY RENEWABLE AND MAY BE CANCELLED BY EITHER PARTY WITH A 60 DAY WRITTEN NOTICE

Billing Information		Job Information	
Name	Midway City Sanitary District	Name	Same
Address	14451 Cedarwood Ave.	Address	
City	Westminster, CA 92683	City	
Phone	714-893-3553	Phone	
Contact	Robert Housley	Contact	

**General terms and conditions on page 3.**

The basic purpose of this agreement is for customer to retain PumpMan to provide a predetermined number of planned maintenance service calls during the agreed upon time interval, utilizing PumpMan service personnel to clean, inspect, calibrate and service customer's equipment. A full description of these services and rates are set forth below. If customer's equipment requires additional repairs or maintenance beyond the scope of this agreement, the customer will be notified in advance and PumpMan will provide a quotation for the needed work, upon customers approval PumpMan will perform the repairs. PumpMan will also provide customer with 24-hour emergency service on a preferred customer basis. Costs will be quoted at time of service.

**PUMPMAN AGREES TO PROVIDE THE FOLLOWING SERVICES:**

- 1) **Clean** and remove any buildup of debris in wet well and on equipment (pumps, floats and controls).
- 2) **Inspect** and check all equipment described, to be in proper working order, including lubrication, if necessary.
- 3) **Calibrate** and check controls to ensure that the equipment is functioning at the right times and intervals specific to their application.
- 4) **System Check List** Complete planned maintenance checklist and system test. A copy of completed Maintenance Report will be sent to customer following each service.

**Notes regarding cleaning:**

For sewage receptors, we can assist with cleaning. Customer to provide vector for us during cleaning service..

If hazardous waste such as car oil, paint, cleaning fluids, battery acid, etc., are present in debris of any receptor for storm water or sewage, removal will be handled by a licensed hazardous waste removal company. The cost of such removal will be in addition to this agreement. Customer will be notified in advance if such cost becomes necessary.

Should replacement of parts or equipment be required, the customer will be notified and will receive a separate invoice.

System 1	
Location	Hammon Pump Station
Description	Duplex sewage pump system w/control panel. Quarterly Maintenance service. Includes confined space entry equipment each service.

System 2	
Location	Willow Pump Station
Description	Duplex sewage pump system w/control panel. Quarterly Maintenance service. Includes confined space entry equipment each service.

Maintenance Interval		
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Biannual		
Approximate Service Months	October	January
	April	July
Annual Planned Maintenance Cost		\$54,220.00

**I have read and understand the general terms and conditions.**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Authorized Signature - PumpMan

**24 hours 7 days**  
**(877)PUMPMAN 786-7626 Fax: (626)939-0346**  
 5020 Bleecker St, Baldwin Park, California 91706-1706

\_\_\_\_\_  
*Roger Mena*



**PUMP SYSTEM PLANNED MAINTENANCE AGREEMENT**



St. Lic. 1024442

DATE **10/1/24** TERM OF AGREEMENT IS FROM **10/21/24** TO **10/21/26**

AUTOMATICALLY RENEWABLE AND MAY BE CANCELLED BY EITHER PARTY WITH A 30 DAY WRITTEN NOTICE

Billing Information		Job Information	
Name	Midway City Sanitary District	Name	Same
Address	14451 Cedarwood Ave.	Address	
City	Westminster, CA 92683	City	
Phone	714-893-3553	Phone	
Contact	Robert Housley	Contact	

**General terms and conditions on page 3.**

The basic purpose of this agreement is for customer to retain PumpMan to provide a predetermined number of planned maintenance service calls during the agreed upon time interval, utilizing PumpMan service personnel to clean, inspect, calibrate and service customer's equipment. A full description of these services and rates are set forth below. If customer's equipment requires additional repairs or maintenance beyond the scope of this agreement, the customer will be notified in advance and PumpMan will provide a quotation for the needed work, upon customer's approval PumpMan will perform the repairs. PumpMan will also provide customer with 24-hour emergency service on a preferred customer basis. Costs will be quoted at time of service.

**PUMPMAN AGREES TO PROVIDE THE FOLLOWING SERVICES:**

- 5) **Clean** and remove any buildup of debris in wet well and on equipment (pumps, floats and controls).
- 6) **Inspect** and check all equipment described, to be in proper working order, including lubrication, if necessary.
- 7) **Calibrate** and check controls to ensure that the equipment is functioning at the right times and intervals specific to their application.
- 8) **System Check List** Complete planned maintenance checklist and system test. A copy of completed Maintenance Report will be sent to customer following each service.

**Notes regarding cleaning:** For storm water receptors, removal of up to 20 (twenty) gallons of debris is included. Any additional debris removal, if necessary, will be at additional cost, customer will be notified in advance.

For sewage receptors, if the need arises to evacuate sewage from the receptor for service and/or to repair pump, vacuum truck charges will be additional to this agreement, unless stated otherwise. Customer will be notified in advance if such cost becomes necessary.

If hazardous waste such as car oil, paint, cleaning fluids, battery acid, etc., are present in debris of any receptor for storm water or sewage, removal will be handled by a licensed hazardous waste removal company. The cost of such removal will be in addition to this agreement. Customer will be notified in advance if such cost becomes necessary.

Should replacement of parts or equipment be required, the customer will be notified and will receive a separate invoice.

System 3	
Location	Brookhurst Pump Station
Description	Duplex sewage pump system w/control panel. Quarterly Maintenance service. Includes confined space entry equipment each service.

System 4	
Location	Westminster Pump Station
Description	Duplex sewage pump system w/control panel. Quarterly Maintenance service. Includes confined space entry equipment each service.

Maintenance Interval		
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Biannual		
Approximate Service Months	October	January
	April	July
Annual Planned Maintenance Cost		\$See page 1

**I have read and understand the general terms and conditions.**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_  
 Authorized Signature -- PumpMan

**24 hours 7 days**  
**(877)PUMPMAN 786-7626 Fax: (626)939-0346**  
 5020 Bleecker St, Baldwin Park, California 91706-1706

\_\_\_\_\_  
*Roger Mena*

## GENERAL TERMS AND CONDITIONS

1. PumpMan makes the following warranties:
  - a. All work performed by PumpMan will be done in accordance with applicable codes and applicable trade standards and practices.
  - b. All parts utilized by PumpMan shall be warranted for 60 (sixty) days from the date of installation. Any further warranting of parts will be in accordance with the warranty passed on by the manufacturer of the parts.PumpMan limits its liability under this agreement to the providing of parts and labor to correct any work not performed as described above. In no event shall PumpMan be liable to the customer, with or without notice, for any form of incidental, consequential, or other indirect damages. Except as provided for herein, there are no other warranties, express or implied, including without limitation warranties of merchantability or fitness for an express purpose.
2. Customer agrees to pay all charges within 30 (thirty) days. Should customer be late in the payment of any invoice, late charges of 1½% per month (18% annually) will be applied to the unpaid balance, said delay is also deemed to be a material breach of this agreement.

It is also understood that in the event of any alterations to customer's equipment during the term of the agreement that necessitates an increase in the number of service and maintenance hours required of PumpMan under this agreement, or a similar increase in the cost of materials to perform these services. PumpMan may amend costs by giving written notice of the change. Such necessary changes will be billed to customer and customer will pay for it on the first applicable invoice. This paragraph shall prevail over any other paragraph or provision of this agreement relating to rates and charges.

3. Customer warrants to PumpMan that they will follow all user maintenance prerequisites and use their own applicable good judgment in regards to protection and care of equipment described herein.
4. In no event shall PumpMan be responsible for events beyond their reasonable control, including but not limited to strikes, riots, acts of the public enemy, fire, floods, windstorms, earthquakes, power failures or other such natural phenomena.
5. This agreement constitutes the entire agreement between the parties. Nothing contained in any other document unless expressly referred to in this agreement shall modify this agreement. There are no other terms and conditions, express or implied, written or oral, except as set forth in this agreement. This agreement may only be modified by written agreement between the parties when signed by an authorized representative.
6. This agreement and it's terms and conditions automatically renew and shall continue for a like period and on the same terms, conditions and rates as provided for herein, unless either party provides written notice to the other within 60 (sixty) days of the expiration of this agreement that the services are not to be continued for the next similar term. Either party may limit the term of any extension by the same 60 (sixty) day written notice.

Should PumpMan deem it necessary to change any of the rates set forth, it may do so by this 60 (sixty) day written notice. If after receipt of notice or increase in rates customer does not wish to continue the services, the customer must notify PumpMan in writing within 30 (thirty) days of receipt of the notice on increase in rates.

*Failure by any party to give required notice of a non-renewal, cancellation, change in rates or non-acceptance thereof shall automatically extend this agreement on the same terms and conditions set forth herein and with such rates as may have been submitted by PumpMan to the customer.*

7. Customer expressly authorizes PumpMan to undertake emergency repairs without any further prior authorization from customer should such repairs or services be required. In such event, customer will pay PumpMan at their usual rates.
8. In the event of any conflict between these terms and conditions and any order or request submitted by customer to PumpMan, these terms and conditions shall prevail.

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Customer Signature

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violations. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826.



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## Hourly Labor Cost

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<u>Type</u>	<u>Start</u>	<u>Weekday Service Rates</u>		<u>Helper</u>	<u>Shop</u>
		<u>Ending</u>	<u>Tech</u>		
<u>Regular</u>	<u>5:00 AM</u>	<u>6:00 PM</u>	<u>\$185.00</u>	<u>\$160.00</u>	<u>\$185.00</u>
<u>Overtime</u>	<u>6:00 PM</u>	<u>10:00 PM</u>	<u>\$277.50</u>	<u>\$240.00</u>	<u>\$277.50</u>
<u>Premium</u>	<u>10:00 PM</u>	<u>5:00 AM</u>	<u>\$370.00</u>	<u>\$320.00</u>	<u>\$370.00</u>

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### Saturday Service Rates

Minimum 4 hours, First 8 hours invoiced at overtime rates, all others at premium rate.

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### Sundays and Major Holidays

Minimum 4 hours, all hours bill at premium rate.  
(New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas Day.)

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### After- Hour Emergency Service Calls

4 hours minimum

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Pumper Truck Service billed as tech labor rate.

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**EXHIBIT “B” TO AGREEMENT**

**SCOPE OF WORK**

## EXHIBIT A - SCOPE OF WORK

The objectives of the work will be as follows:

- Ensure continuous and reliable operation of lift station pumps.
- Minimize the risk of unexpected breakdowns and associated costs.
- Extend the lifespan of pumps and related equipment.
- Maintain compliance with regulatory standards for wastewater management.

The scope of work will be as follows:

- The preventive maintenance plan will cover the following areas at four lift stations:
  - Inspections: Inspections to check pump performance, motor conditions, and operational parameters.
  - Lubrication: Ensure proper lubrication of bearings and moving parts as per manufacturer recommendations.
  - Electrical Systems: Inspect electrical connections, wiring, and controls for any signs of wear or corrosion.
  - Mechanical Components: Check alignment, couplings, and seals; perform adjustments and replacements as necessary; switch the active force main.
  - Pump Performance Testing: Conduct periodic tests to assess pump efficiency and flow rates.
  - Cleaning: Remove debris and sediment from pumps and check valves to prevent clogging and damage.
  - Safety Checks: Verify safety features such as alarms, emergency shut-offs, and ventilation systems.
  - Reports: Quarterly Pumps Preventive Maintenance report shall be provided with the invoice with the requested information that is provided below.
- Yearly Wet-well Cleaning:
  - Cleaning: Cleaning to remove FOG, debris, and sediment from the wet-well to prevent clogging and damage.
- Emergency Response:
  - The ability to respond when called out for an emergency is a condition of the contract, and once the contract award is made, the inability or failure to respond as needed will be considered as noncompliance with the contract. Emergency response is typically non-scheduled activity after normal business hours, or when District crews cannot respond with the full level of effort/equipment needed. The Contractor shall be able to respond at the District's request for emergency services 24 hours a day, 7 days per week. The Contractor shall respond to emergency repairs within 24 hours and within 72 hours for non-emergency repairs. The Contractor shall provide an emergency contact person and telephone number.

For quarterly Pumps Preventive Maintenances report, provide the following information for each lift stations if apply:

1. Job site location
2. Date
3. Technician Name
4. Motor information for both pumps on fast and slow speeds (Brookhurst pumps run just on speed)
  - a. Serial number
  - b. Model number
  - c. Horsepower
  - d. Phase
  - e. Rated voltage
  - f. Running voltage to ground
  - g. Running voltage phase to phase
  - h. Rated amp
  - i. Running amp
  - j. Megger to ground
  - k. Megger between
  - l. ET Meter Resettable
  - m. RPM
  - n. Code
  - o. Pump Starts
  - p. Notes/Recommendations
5. Pumps (both)
  - a. Make
  - b. Model
  - c. Size
  - d. Serial no.
  - e. Impeller Diameter
  - f. Head
  - g. GPM
  - h. Notes/Recommendation
6. Allen Bradley interface – Panel View
  - a. Catalog number
  - b. Series
  - c. Revision
  - d. VAC
  - e. Amps
  - f. HZ
  - g. VA
  - h. Control set points (high and low) for Lag, Lead, and Stop

- i. Notes/Recommendations
- 7. Alarm Set Points
  - a. Wet well Level
  - b. Force Main Flow
  - c. Force Main Pressure
  - d. Generator Fuel
  - e. Motor Current
  - f. Notes/Recommendation
- 8. Siemens Hydro Ranger Panel Mount
  - a. Model number
  - b. Serial numbers
  - c. Volts
  - d. Notes/Recommendations
- 9. Power Supplies
  - a. Model numbers
  - b. VAC/VDC
  - c. Amps
  - d. Notes/Recommendations
- 10. Panel Fluid
  - a. Model
  - b. Phase
  - c. Volts
  - d. Amps
  - e. Job number
  - f. Wire Diagram
  - g. Notes/Recommendations
- 11. Flow Metter Mount
  - a. Model
  - b. Serial number
  - c. Supply
  - d. Amp
  - e. VA
  - f. Output
  - g. Ohms Max
  - h. Pulses
  - i. HZ
  - j. Notes/Recommendations
- 12. Transformer
  - a. Make
  - b. Catalog number

- c. Phase
  - d. Primary Volts
  - e. Secondary Volts
  - f. Notes/Recommendations
13. Starters
- a. Serial Number
  - b. NEMA Size
  - c. Style number
  - d. Amps
  - e. Volts
  - f. Overload number
  - g. Style
  - h. Notes/Recommendations
14. Reader Interface
- a. Model number
  - b. Looped Power Meter
  - c. Serial Number
  - d. Notes/Recommendations
15. Power Quality Meter
- a. Model number
  - b. Control Power
  - c. Firmware
  - d. Serial number
  - e. Notes/Recommendations
16. UPS
- a. Type
  - b. Input
  - c. Output
  - d. Output VA
  - e. Serial number
  - f. Notes/Recommendations
17. Transient Voltage Surge Suppressor
- a. Module
  - b. Model number
  - c. Nominal Service Voltage
  - d. Tag number
  - e. Configure
  - f. Notes/Recommendations
18. Service Entrance
- a. Manufacturer

- b. Catalog Number
  - c. Serial number
  - d. Rated Volage
  - e. Phase
  - f. Amp
  - g. Model
  - h. Notes/Recommendations
19. Generator
- a. Manufacturer
  - b. Model
  - c. Serial number
  - d. Fuel Volume
  - e. Fuel Remaining
  - f. Notes/Recommendations
20. Control Panel check boxes
- a. Tighten all terminal lugs
  - b. Test operation of all circuit breaker operator
  - c. Check power supply voltage
  - d. Test ground fault receptacles
  - e. Test heater block
  - f. Heater trip in normal position
  - g. Running time meters working
  - h. All indicator lights working
  - i. Proper connection of motor cables
  - j. Check voltage to motor
  - k. Check motor amp
  - l. Check Allen Bradley setting and adjust if necessary
  - m. Inspect relay and starter
  - n. Exhaust fan operating properly
  - o. Notes/Recommendations
21. Valve Vault check boxes
- a. Exercise discharge valves
  - b. Check valves and limit switch arms operating properly
  - c. Notes/Recommendations
22. Wet well check boxes
- a. Free of debris, sediment, and FOG
  - b. Ultrasonic transporter secure to the wall
  - c. Notes/Recommendations

In-service pumps information will be as follows:

MCSD #	Location	In Use Since	Status	Manufacturer	Typ	Unit	Q (GPM) Fast	Q (GPM) Slow	H (FT)	M. S/N	Phase	Hz	V&Con	RPM (SLOW)	RPM (FAST)
Brookhurst 11	Brookhurst	2/15/2022	IN USE	Wemco Hidrostral	D4K-HS-DEYR6	1 OF 2	210		17.0	07DW06389-07	3	60	230		1200
Brookhurst 12	Brookhurst	9/19/2022	IN USE	Wemco Hidrostral	D4K-HS-DEYR6	2 OF 2	210		17.0	07DW06389-08	3	60	230		1200
Hammon 11	Hammon	5/21/2021	IN USE	Wemco Hidrostral	FE457-MYAK-XCC5-13	1 OF 2	1300	805	41.7	07DW06389-10	3	60	460	883	1149
Hammon 12	Hammon	-	IN USE	Wemco Hidrostral	FE457-MYAK-XCC5-13	2 OF 2	1300	805	41.7	07DW06389-11	3	60	460	883	1174
Hammon/Westminster 2	Westminster	8/20/2024	IN USE	Hidrostral	F6K-H4R+FE4A7-MYAK+XC1A6MM-10	1 OF 2	1300	805	42.0	266585	3	60	460Y	862	1160
Hammon/Westminster 1	Westminster	8/13/2024	IN USE	Hidrostral	F6K-H4R+FE4A7-MYAK+XC1A6MM-10	2 OF 2	1300	805	42.0	266582	3	60	460Y	862	1160
Willow 11	Willow	-	IN USE	Wemco Hidrostral	FE4A7-MYAK-XCC4-10	1 OF 2	770	475	35.8	07DW06389-04	3	60	460	860	1163
Willow 12	Willow	-	IN USE	Wemco Hidrostral	FE4A7-MYAK-XCC4-10	2 OF 2	770	475	35.8	07DW06389-04	3	60	460	888	1163



# ISDOC

Independent Special Districts of Orange County

ISDOC QUARTERLY LUNCHEON  
PLEASE NOTE THE DATE CHANGE:

**Wednesday, October 30**

11:30 a.m. – 1:00 p.m.

MWDOC: 18700 Ward Street, Fountain Valley

Please join us on Wednesday, October 30 to hear special guest speaker, C. Michael Stockstill, co-author of *Transforming the Irvine Ranch: Joan Irvine, William Pereira, Ray Watson, and the Big Plan*. He will share, through his extensive research and own years at the Irvine Company, how 110,000 acres of farmland in Orange County was transformed into an iconic landscape recognized worldwide. You won't want to miss it – register today!

[Click Here to Register](#)

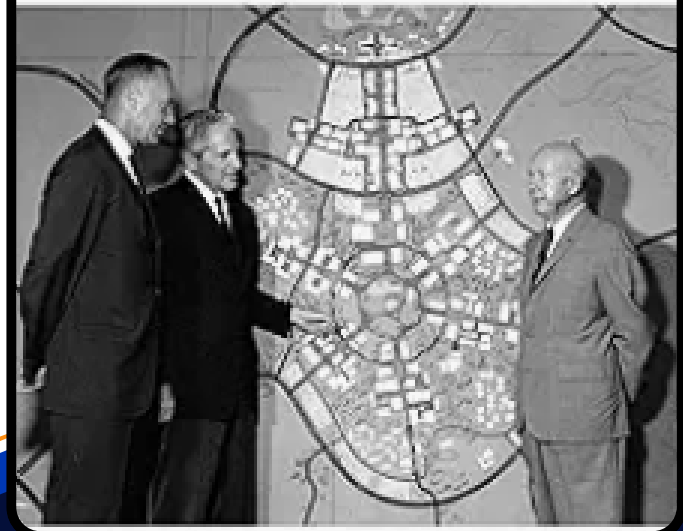
LUNCH GENEROUSLY SPONSORED BY:



## TRANSFORMING THE IRVINE RANCH

Joan Irvine • William Pereira • Ray Watson  
and  
**THE BIG PLAN**

HL PIKE OLIVER AND C. MICHAEL STOCKSTILL



**CONTACT US** ➤



Phone Number:  
**1-714-593-5025**



Email Address  
**tdubuque@mwdoc.com**



**REGISTRAR OF VOTERS**  
 1300 South Grand Avenue, Bldg. C  
 Santa Ana, California 92705  
 (714) 567-7600  
 FAX (714) 567-7556  
 ocvote.gov

**BOB PAGE**  
 Registrar of Voters

Mailing Address:  
 P.O. Box 11298  
 Santa Ana, California 92711

**PUBLIC NOTICE**

**Observation Schedule for November 5, 2024 Presidential General Election**

SANTA ANA, CA – August 28, 2024 – The public is invited to observe as the Orange County Registrar of Voters conducts the November 5, 2024 Presidential General Election. All ballot processing, counting, testing and audits will take place at the Orange County Registrar of Voters Office 1300 S. Grand Ave. Santa Ana, CA 92705. Observers are also welcome to visit Vote Center and ballot drop box locations throughout the county to observe daily operations.

The start dates for significant election activities are listed below. Daily election activities are posted and updated on an observation calendar on the Registrar of Voters website – [ocvote.gov/observe](http://ocvote.gov/observe).

<b>Start Date/Time</b>	<b>Observable Election Activity</b>
October 7, 2024 8 a.m.	<u>Voting</u> U.S. Postal Service will start to deliver ballots to all active registered voters in Orange County. Voters may also visit the Registrar of Voters to be issued and vote a ballot.
October 8, 2024 10 a.m.	<u>Pre-Election Logic and Accuracy Test</u> Accuracy testing of Orange County’s voting system will start with the preparation of test ballots and will continue until all devices to be used in this election have been included in the test. It is expected that scanning of the test ballots will commence on Thursday, October 10.
October 8, 2024 1 p.m.	<u>Processing of Mail Ballots</u> Mail ballot processing includes sorting, signature verification, collection and return operations, and duplication of the official ballots.
October 14, 2024 10 a.m.	<u>Counting of Mail Ballots</u> Mail ballots accepted for counting are scanned. The votes on the scanned ballots may not be tabulated by the voting system, accessed by Registrar of Voters staff, or released until 8 p.m. on Tuesday, November 5.

<p>October 26, 2024 8 a.m.</p>	<p><u>Vote Centers Open</u> 38 Vote Centers open throughout the county to serve voters daily. An additional 146 Vote Centers will open Saturday, November 2. All 184 Vote Centers will be open through 8 p.m. on Tuesday, November 5. Processing of Conditional Voter Registrations and provisional ballots can begin.</p>
<p>November 5, 2024 After 8 p.m.</p>	<p><u>Tabulation of Ballots</u> The votes from mail ballots processed and scanned by this day and in-person ballots cast at Vote Centers will be tabulated by the voting system. Unofficial Election Results Reports will be posted at 8:05 p.m., 9:30 p.m., and every half hour thereafter until all Vote Center ballots are tabulated.</p>
<p>November 6, 2024 10 a.m.</p>	<p><u>Official Canvass</u> During the Official Canvass, the Registrar of Voters continues to process mail ballots; accounts for all ballots that were issued, voted, and those that were not used; and completes audits. The canvass must be completed no later than Thursday, December 5.</p>
<p>November 7, 2024 11 a.m.</p>	<p><u>One Percent Manual Tally</u> At least 1% of all precincts will be randomly selected at this time. It is expected that the hand counting of all ballots from those precincts to verify the votes tabulated by the voting system software will commence on Friday, November 15.</p>
<p>November 8, 2024 11 a.m.</p>	<p><u>Risk Limiting Audit</u> Election contests to be included in the Risk Limiting Audit as well as the randomly selected seed number of at least 20 digits to select ballots will be determined at this time. It is expected that the hand counting of those ballots to verify the votes tabulated by the voting system software will commence on Monday, November 18.</p>
<p>November 15, 2024 8 a.m.</p>	<p><u>Post-Election Logic and Accuracy Test</u> The scanning of test ballots on all voting system devices will commence to confirm that the system is still tabulating votes accurately.</p>

###

**About the Registrar of Voters:**

The Registrar of Voters is responsible for conducting elections in the County of Orange, the fifth largest voting jurisdiction in the United States with 1.8 million registered voters. We are a County agency, which receives funding from the County's General Fund and periodic reimbursement from the federal government, the State of California and local jurisdictions.

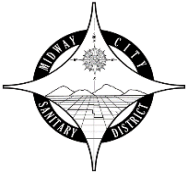
**Media Contacts:**

Enedina Chhim  
Community Outreach Manager  
714-567-5197  
[MediaSupport@ocvote.gov](mailto:MediaSupport@ocvote.gov)

**Source:**

Orange County Registrar of Voters

NOTE TO EDITORS: For additional information visit the [About Us](#) page or call the Registrar of Voters media help line at 714-567-5197.



# 2024 Board Meeting Calendar

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30/31

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29/30

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Board Meetings
  - Outreach Committee Meeting
  - Calendar Committee Meeting
  - Franchise Committee Meeting
  - ISDOC Qrtly Luncheon
  - Clean-up event
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- Special Events/Conferences
  - 1/13 Tet Foundation Dinner
  - 2/3 MCSO Open House
  - 2/10 WM Tet Festival
  - 3/23 WM Bunny Hop Event
  - 4/15-17 CSDA Leadership Conference
  - 4/20 WM Earth Day Event
  - 5/6-9 WasteExpo Conference
  - 5/21-22 CSDA Legislative Days
  - 7/17 WM Safety Day Sigler Park
  - 7/20 Compost Event
  - 7/27 Community Workshop
  - 9/9-12 CSDA Annual Conference
  - 9/14 85th Anniversary Event
  - 9/24 Grant Writing Workshop
  - 9/26-9/29 WM Fall Festival Event
  - 9/27 OcTax Meet & Greet
  - 10/17 Townsend Outing
  - 10/23 Roses & Radishes Event
  - 10/25 State of OC San Event
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- Holiday - Office Closed
  - 1/1 New Year's Day
  - 2/19 President's Day
  - 5/27 Memorial Day
  - 7/4 Independence Day
  - 9/2 Labor Day
  - 11/28 Thanksgiving Day
  - 12/25 Christmas Day