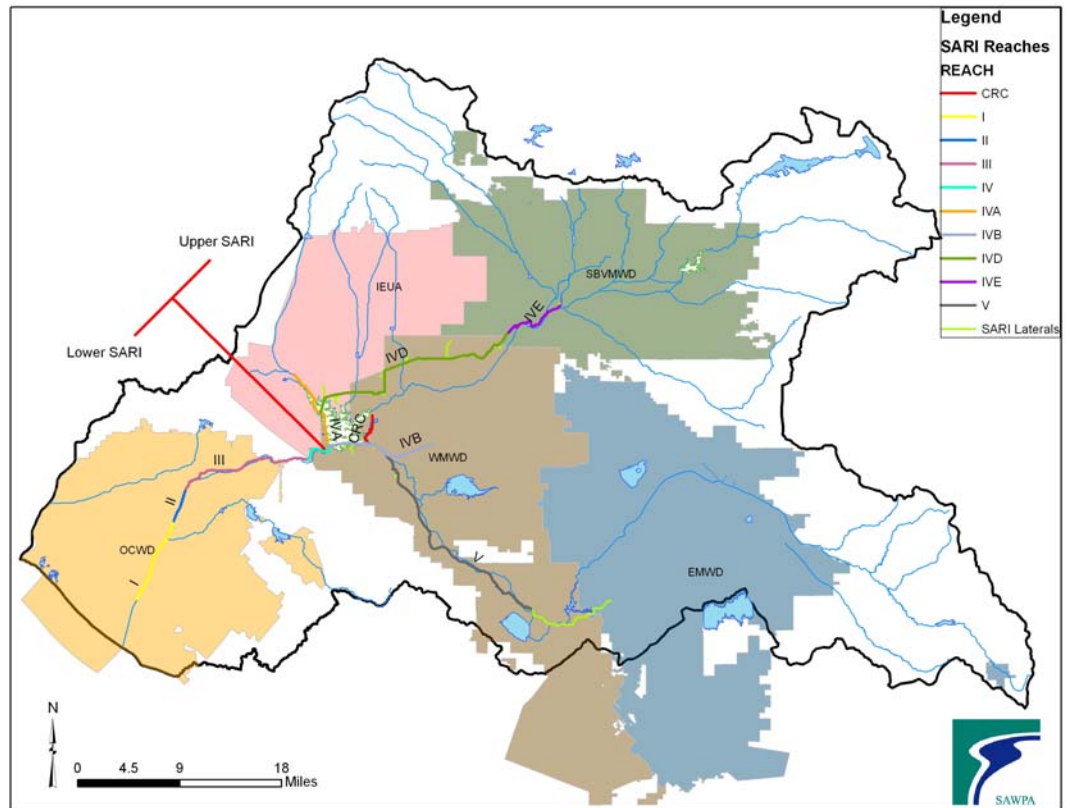


Santa Ana Watershed Project Authority

Sanitary Sewer Management Plan (SSMP) Gap Analysis

November 2006



Final Report

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Section 1

Introduction

1.1 Background and Purpose

The Clean Water Act prohibits the discharge of wastewater to surface waters except as authorized under a National Pollutant Discharge Elimination System (NPDES) permit. Publicly-Owned Treatment Works (POTWs)¹ must achieve secondary treatment, at a minimum, and any more stringent limitations that are necessary to achieve water quality standards (33 U.S.C. §1311(b)(1)(B) and (C)). Thus, a Sanitary Sewer Overflow (SSO) that results in the discharge of raw sewage to waters of the U.S. is prohibited under the Clean Water Act. Additionally, the California Water Code section 13263 requires the State Water Resources Control Board (SWRCB) to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements take into consideration, among other things, the need to prevent nuisance.

In November 2004, the SWRCB adopted Resolution 2004-80 requiring staff to work with a diverse group of stakeholders, known as the SSO Guidance Committee, to develop a regulatory mechanism to provide a consistent statewide approach for reducing SSOs. Over the next 14 months, SWRCB staff, in collaboration with the SSO Guidance Committee consisting of representatives from the SWRCB, Regional Water Quality Control Boards (RWQCB), the United States Environmental Protection Agency (US EPA) Region IX, non-governmental environmental organizations, and publicly-owned sanitary sewer collection system agencies, developed draft statewide general Waste Discharge Requirements (WDRs) and a reporting program. The WDRs and reporting program reflect numerous ideas, opinions, and comments provided by the SSO Guidance Committee.

In May 2006, the SWRCB adopted *Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*. All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. The principal requirement of the WDRs is for each system owner to develop and implement a system-specific Sewer System Management Plan (SSMP).

The purpose of this project was to conduct a review of the Santa Ana Watershed Project Authority (SAWPA) documents and other available data, and compare the data with the WDRs' requirements for a SSMP. The results of the review will be to identify gaps in the available information, and additional required information that needs to be developed to comply with the WDRs.

¹ USEPA defines a publicly owned treatment works (POTW) as both the wastewater treatment facility and its associated sanitary sewer system (40 C.F.R. §403.3(o)1).

1.2 Project Area

The Santa Ana Watershed Project Authority (SAWPA) owns either capacity rights in, or owns outright, approximately 93 miles of 16-inch to 48-inch pipeline, some of it gravity and some pressure, referred to as the Santa Ana Regional Interceptor (SARI), running through San Bernardino, Riverside and Orange Counties. This SARI line is connected to Orange County Sanitation District (OCSD) treatment facilities in Huntington Beach.

Figure 1 shows a map of the SARI system. SAWPA owns the SARI pipeline in San Bernardino and Riverside Counties, above the Orange County line, and owns capacity rights in the SARI line in Orange County, below the Orange County line. Reach I, II, and III are owned and operated by OCSD and are located in Orange County parallel to the Santa Ana River. Reach IV and V are located above the Riverside County line and are owned and operated by SAWPA to the terminus points with each member agency/discharger. Reach IV is subdivided into Reaches IV-A through IV-E and provides service to areas bounded by the Cities of Riverside, Chino, San Bernardino, Colton, and Corona. Reach V lies along Temescal Wash and terminates near the City of Lake Elsinore.

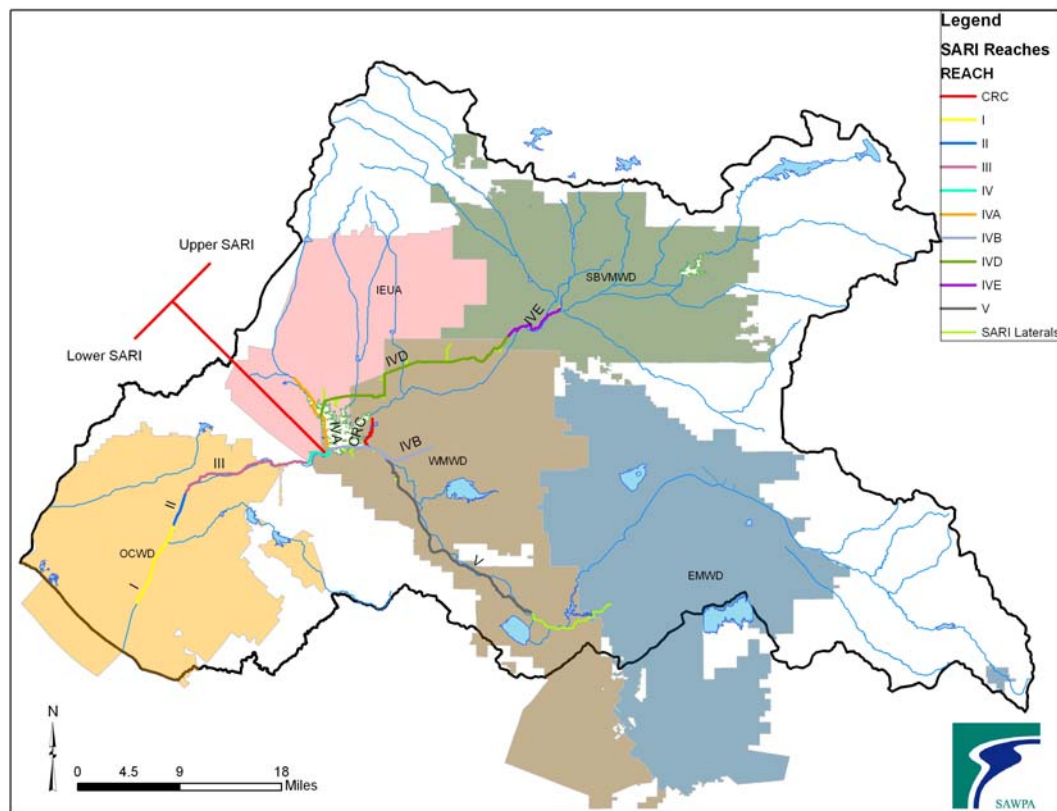


Figure 1
Santa Ana Regional Interceptor (SARI)

The member agencies/ dischargers that own capacity rights to the SARI pipeline are San Bernardino Valley Municipal Water District (SBVMWD), Eastern Municipal Water District (EMWD), the Inland Empire Utilities Agency (IEUA), and Western Municipal Water District (WMWD). Reaches IV, IV-B, IV-D, IV-E, about half on IV-A, and the SARI laterals, are operated and maintained by WMWD. The upstream half of Reach IV-A is operated by IEUA. In addition to the member agencies, a number of industrial, commercial, and domestic discharges have been permitted to discharge into the SARI pipeline, but they are not involved in the operation and maintenance of the pipeline.

This SSMP gap analysis is solely for SAWPA’s SARI system previously described, including laterals up to service meters, and appurtenances such as manholes, flow meters, air release valves, etc. Other agencies that own and operate their own sewer collection systems and that tie to the SARI system are required to develop their own system-specific SSMPs.

1.3 Project Scope

The scope of this project included the following major tasks:

- Collecting sources of information currently available from SAWPA.
- Comparing information obtained with established SSMP regulations to determine if the existing information appears to satisfy the baseline requirements and/or the intent of the regulations.
- If needed, developing a list of additional information that needs to be developed by SAWPA to meet the baseline requirements and/or intent of the SSMP regulations.
- Preparing a draft letter report and submitting to SAWPA for review.
- Meeting with SAWPA to discuss content and their comments to the report.
- Submitting a Final Letter Report.

1.4 Report Organization

This report consists of three sections and appendices. Each section is briefly described below:

Section 1 - Provides the background and purpose of the project, the project area, project scope, and the organization of the report.

Section 2 – Provides a discussion of the SSMP requirements, identifies areas for which SAWPA already complies with the requirements, and identifies additional information that needs to be developed by SAWPA in order to meet the baseline requirements and/or intent of the SSMP regulations.

Section 3 – Provides a summary of recommendations.

1.5 Abbreviations

CIP	Capital Improvement Plan
EMWD	Eastern Municipal Water District
FOG	Fats, Oil, and Grease
IEUA	Inland Empire Utilities Agency
NIMS	National Incident Management System
NPDES	National Pollutant Discharge Elimination System
OERP	Overflow Emergency Response Plan
OCSD	Orange County Sanitation District
O&M	Operations and Maintenance
POTWs	Publicly-Owned Treatment Works
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana Regional Interceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SEMS	Standardized Emergency Management System
SOPs	Standard Operation Procedures
SSOs	Sanitary Sewer Overflows
SSMP	Sanitary Sewer Management Plan
SWRCB	State Water Resources Control Board
USEPA	United States Environmental Protection Agency
WDRs	Waste Discharge Requirements
WMWD	Western Municipal Water District

Section 2

Sanitary Sewer Management Plan (SSMP) Requirements

2.1 SSMP Required Elements

The WDR has the following mandatory elements for a SSMP:

- Goals
- Organization
- Legal Authority
- Operation and Maintenance Program
- Design and Performance Standards
- Overflow Emergency Response Plan
- Fats, Oil, and Grease (FOG) Control Program
- System Capacity Assurance Plan
- Monitoring, Measurement, and Program Modifications
- SSMP Program Audits
- Communication Program
- Final Certification

The requirements for each element are discussed below. Subsections for requirements already covered by SAWPA, and for enhancements to their data are discussed under each element.

2.2 Goal

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

2.2.1 Items Currently Provided by SAWPA

By embarking on this gap analysis project, SAWPA is moving towards complying with the requirements of the WDR. As recommendations are made, SAWPA plans to implement those recommendations and move towards completing a full SSMP.

2.2.2 Additional Action Required

SAWPA will need to implement the recommendations included in this report and develop an agency-specific SSMP. It is recommended that SAWPA develops and adopts a “goals” statement that can be incorporated into the SSMP. Also, consider adding the goals statement to Ordinance No. 4 in accordance with the compliance of the SSMP regulations.

2.3 Organization

The requirements for this element are:

- (a) The name of the responsible or authorized representative;
- (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. Identify lines of authority through an organization chart or similar document with a narrative explanation; and
- (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

2.3.1 Items Currently Provided by SAWPA

SAWPA previously developed an organization chart and chain of reporting procedures in their emergency response plan. The new WDRs require additional reporting procedures such as chain of reporting for O&M functions, CIP implementation, and regulatory compliance.

2.3.2 Additional Action Required

Revise the information of the organization chart and chain of reporting procedures to include the person responsible for reporting SSOs to the State and Regional Water Board and other agencies as applicable, chain of reporting for O&M functions, and CIP implementation. Include this information in the SSMP and in the Overflow Emergency Response Plan (OERP).

2.4 Legal Authority

Demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- (a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.);
- (b) Require that sewers and connections be properly designed and constructed;

- (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages; and
- (e) Enforce any violation of its sewer ordinances.

2.4.1 Items Currently Provided by SAWPA

SAWPA's legal authority is provided by Ordinance No. 4, An Ordinance Establishing Regulations for the Use of the Santa Ana Regional Interceptor, dated July 10, 2001 (see Appendix A). The ordinance has provisions for wastewater discharge permits; monitoring, reporting, inspection, and facility requirements; and enforcement. SAWPA is in the process of reviewing the Ordinance and will modify it as needed to comply with the SSMP regulations; this review is being performed by Gary W. DeFrese from G&G Environmental Compliance Inc. In addition, SAWPA has permitting and pretreatment multi-jurisdictional agreements with EMWD, IEUA, and SBVMWD; a similar agreement with WMWD is pending.

2.4.2 Additional Action Required

Revise Ordinance No. 4 as needed to comply with the SSMP regulations. Include brief descriptions of the ordinance for compliance with items (a) through (e) of Section 2.4 in the new SSMP. Include a copy of the revised ordinance either in the Legal Authority section, or in an Appendix to the SSMP.

2.5 Operation and Maintenance Program

The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
- (b) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- (c) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the

condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;

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

2.5.1 Items Currently Provided by SAWPA

SAWPA has an extensive Geographic Information System (GIS) and database of the SARI pipeline, which shows all gravity line segments, manholes, pressure pipes and valves, and lateral connections. This should fully comply with item (a) above.

The majority of the Operations and Maintenance (O&M) for the Upper SARI and the SARI laterals is being conducted by Western Municipal Water District (WMWD). Portions of the SARI O&M are also conducted through contract by the Inland Empire Utilities Agency (IEUA). Assisted by CDM, SAWPA is in the process of developing documentation of O&M activities being conducted by both WMWD and IEUA for the SARI pipeline. This document will include a compilation of O&M activities currently being conducted by SAWPA or its contract operators (WMWD and IEUA). Preventative maintenance activities range from visual inspections and coordination with contractor working in the vicinity of the SARI, to manual cleaning of pipelines, siphons, and flumes. Note that the SARI system is not a sewerage collection system. The SARI consists of gravity pipelines ranging in size from 16 to 60 inches. Due to the nature of the system, only 10% of the SARI is manually cleaned. It is assumed that scour velocities create a “self cleaning” condition. The current manual cleaning program focuses on known problem areas along the SARI, siphons, and flumes. Since the laterals are smaller diameter lines, the manual cleaning program covers 100% of the laterals. The CCTV program is critical to confirm that the assumed “self cleaning” approach is effective. An extremely critical component of the current preventative O&M program is the coordination with contractors working near the SARI.

SAWPA has been conducting CCTV inspection of some reaches of the SARI pipeline, and has included budget in their new fiscal year to complete CCTV inspection of the SARI in the next two years. Proposals have recently been received for a comprehensive program that covers the majority of the SARI system. The SARI Hydraulic Model and Capacity Assessment was also completed by SAWPA in

January 2006. The O&M program document provides more information regarding each prescribed SSMP element.

2.5.2 Additional Action Required

The O&M document currently being prepared will provide a description of current activities as they relate to the elements included in the SSMP requirements. This document will provide management and operations staff with an understanding of what activities are currently being conducted and whether each of the SSMP prescribed O&M program elements are in place. Once the O&M documentation is completed, copies of the document should be provided to SAWPA staff and to staff from SAWPA’s contract operators (WMWD and IEUA).

The recent Technical Specifications for Closed-Circuit Television Sewer Inspection requires that CCTV is performed according to National Association of Sanitary Sewer Companies (NASSCO) guidelines. It is important that the specifications are modified to require that NASSCO’s new Pipeline Assessment Certification Program (PACP) system be used as the standard for performing CCTV inspections. A system should also be developed for ranking the condition of sewer pipes.

The results from the CCTV inspection and from the latest hydraulic model should be utilized to confirm the direction of SAWPA’s rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. It is understood that SAWPA currently has and a Capital Improvement Plan (CIP) that addresses management and protection of the SARI infrastructure, includes a time schedule for implementing the short- and long-term plans, and details for funding of the CIP. This information should be utilized to validate the existing CIP. It should also be used to modify and/or expand the existing manual cleaning schedule as appropriate.

2.6 Design and Performance Provisions

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

2.6.1 Items Currently Provided by SAWPA

Designs are reviewed by SAWPA staff for conformance with design standards and procedures that are undocumented. As a result there has been some variability over the years. Laterals connecting to the SARI fall under the jurisdiction of the member agencies and sub-agencies, which have their own standards. SAWPA’s jurisdiction includes the mainline and the lateral tie-in up to the flow meter.

2.6.2 Additional Action Required

It is recommended that SAWPA’s design standards and specifications be documented. In addition, design, construction, inspection, and testing standards from member agency laterals tying to the SARI pipeline should also be reviewed and documented into one standard document. Documentation should be simple and brief so they are efficiently used. In addition, the latest edition of the “Greenbook” specifications and details could be incorporated as part of the design standards. Procedures for developing, reviewing, and adopting design standards should also be developed. If no design standards and specifications are available, they should be developed. As a minimum, design standards should be developed for manholes, lateral crossings, pipe repairs, etc.

2.7 Overflow Emergency Response Plan

Develop and implement an overflow emergency response plan (OERP) that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

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

2.7.1 Items Currently Provided by SAWPA

SAWPA developed an Emergency Response Plan (ERP) in 2005. This ERP was intended to provide SAWPA and its five member agencies with emergency response procedures should a disaster cause a failure in the Upper SARI line. Failures may result from, but are not limited to, damage to the pipeline due to seismic activity, flooding, surge, debris accumulation, increased loading conditions, vandalism, pipeline deterioration, or construction of adjacent or crossing facilities, as much of the Upper SARI pipeline is within public street right-of-ways.

CDM is presently assisting SAWPA in the update of the existing ERP to comply with the specific requirements of the WDRs and include updated response and notification procedures for SSOs. The updated document will be SAWPA's Overflow Emergency Response Plan (OERP). Updates will take into consideration the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS) format, reporting, and training that SAWPA and its member agencies have had in the past. Standard reporting form (or forms) will be developed.

2.7.2 Additional Action Required

SAWPA staff and staff from the member agencies will need to be trained on the updated OERP, response procedures, the use of the form, and WDR reporting requirements.

2.8 FOG Control Program

Evaluate the agency's service area to determine whether a FOG control program is needed. If it is determined that a FOG program is not needed, provide justification for why it is not needed. If FOG is found to be a problem, prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;

- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

2.8.1 Items Currently Provided by SAWPA

FOG programs are conducted by the SAWPA member agencies under multi-jurisdictional pre-treatment agreements between SAWPA and the member agencies (see Appendix B). SAWPA reviews these programs. The member agencies have their own FOG ordinances in place. SAWPA is currently working with the Jurupa Community Service District (JCSD) to improve implementation of their FOG ordinance (see Appendix C).

2.8.2 Additional Action Required

Compile information on the FOG programs from the various member agencies. Reference the information in the SSMP.

2.9 System Evaluation and Capacity Assurance Plan

Prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:

- (a) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- (b) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- (c) Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including

prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

- (d) Schedule: Develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14 of the WDR.

2.9.1 Items Currently Provided by SAWPA

The Santa Ana Regional Interceptor Hydraulic Model and Capacity Assessment was completed by SAWPA in January 2006. This document properly addresses items (a) and (b) above. In addition, the model is in the process of being updated with information on existing dischargers, recalibrated for existing conditions, and to re-evaluate key assumptions such as peaking factors and I/I allowances.

2.9.2 Additional Action Required

In order to comply with items (c) and (d), review and revise as needed the criteria to determine capacity enhancements. Develop a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules for construction of CIP projects. Key information to the development of the CIP will be to receive flow projections from the member agencies. Flow projections were last updated in 2005; they should be updated every two years, or as needed by SAWPA, in conjunction with a re-evaluation of the CIP.

2.10 Monitoring, Measurement, and Program Modifications:

The requirements are:

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

2.10.1 Items Currently Provided by SAWPA

SAWPA monitors system performance and maintains information on specific locations and volumes of past discharges, but not necessarily in a consolidated manner. Various aspects are conducted by multiple parties. The SSMP should include an element of monitoring and internal reporting so that everyone is aware of the actions and results.

2.10.2 Additional Action Required

Develop, as part of the SSMP, a set of system-specific performance indicators that can be used to describe the performance of the collection system and related maintenance activities on the basis of measurable objectives. Examples of these performance indicators are: SSOs per year per length of sewer, mainline blockages per year per length of sewer, lateral blockages cleared per year per length of sewer, pipe failures per year per length of sewer, significant industrial user violations per year, percentage of sewers inspected by video per year, percentage of sewers cleaned per year, and others. Compare the selected performance indicators to existing benchmarking data such as the following: *Benchmarking Performance Indicators for Water and Wastewater Utilities: Survey Data and Analyses Report, AWWA, 2005*; and *Optimization of Collection System Maintenance Frequencies and System Performance, ASCE, 1999*.

2.11 SSMP Program Audits

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

2.11.1 Items Currently Provided by SAWPA

Nothing developed at this time.

2.11.2 Additional Action Required

Develop a process to conduct program performance reviews as part of the SSMP development. Conduct these performance reviews every two years.

2.12 Communication Program

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

2.12.1 Items Currently Provided by SAWPA

SAWPA already has good relationships and communications with its member agencies. In addition, the member agencies have their own existing plans to communicate with the public.

2.12.2 Additional Action Required

Develop a section in the SSMP that explain SAWPA’s communication plan with its member agencies. This section should also briefly describe or reference the communications plans of the member agencies.

It is also important that the existing Underground Service Alert (USA) program is evaluated and modified as necessary, as SAWPA has expressed that there have been difficulties with marking the SARI line, or SAWPA not getting asked to mark the lines, and contractors damaging sections of the line. Any modifications to the USA program should be included in the communication program

2.13 Certification

The SSMP and the agency’s program to implement the SSMP must be certified by the agency to be in compliance with the requirements set forth in the WDRs and must be presented to the agency’s governing board for approval at a public meeting. The agency shall certify that the SSMP and its subparts are in compliance with the general WDRs within the time frames identified in the time schedule provided in the WDRs.

2.13.1 Items Currently Provided by SAWPA

This item has not been covered since SAWPA has not developed a SSMP yet.

2.13.2 Additional Action Required

Once the SSMP is developed, SAWPA’s Board must adopt the SSMP in a public meeting. It is recommended that the “authorized representative” that will complete the certification of the SSMP is SAWPA’s General Manager.

Section 3

Summary of Recommendations

This section summarizes the recommendations for additional action that SAWPA needs to take in order to comply with the WDRs. Each section also contains a table that shows the WDRs' required completion date for each recommendation, a recommended completion date, an estimated duration to complete, and an estimated budget to complete each recommendation. The WDRs' required dates reflect the new dates negotiated and agreed upon by the State Water Resources Control Board and the California Water Environment Association (CWEA) as of June 27, 2006. The estimated budgets to complete each task are based on developing each activity as a stand-alone. If all recommendations are implemented by one consultant, it is expected that some savings would be realized.

3.1 Goals

- Develop and adopts a "goals" statement that can be incorporated into the SSMP.
- Consider adding the goals statement to Ordinance No. 4.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Nov. 2, 2007	Jul. 2007	3 months	\$5,000

3.2 Organization

- Revise the information of the organization chart and chain of reporting procedures to include the person responsible for reporting SSOs to the State and Regional Water Board and other agencies as applicable, chain of reporting for O&M functions, and CIP implementation. Include this information in the SSMP and in the Overflow Emergency Response Plan (OERP).

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Nov. 2, 2007	Jul. 2007	1 month	\$1,000

3.3 Legal Authority

- Revise Ordinance No. 4 as needed to comply with the SSMP regulations.
- Include brief descriptions of the ordinance for compliance with items (a) through (e) of Section 2.4 of this report in the new SSMP.
- Include a copy of the revised ordinance either in the Legal Authority section, or in an Appendix to the SSMP.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
May 2, 2009	Jul. 2007	4 months	\$10,000

3.4 Operation and Maintenance Program

- Once the O&M documentation is completed, provide copies of the document to SAWPA staff and to staff from SAWPA’s contract operators (WMWD and IEUA).
- Modify the technical specification to require contractors to use the Pipeline Assessment Certification Program (PACP) system developed by the National Association of Sanitary Sewer Companies (NASSCO) as the standard for conducting CCTV inspections. Develop a system for ranking the condition of sewer pipes and scheduling rehabilitation.
- Using results from the CCTV inspection and the latest hydraulic model, confirm whether the current preventative maintenance program is adequate. Add pipeline segments to the current manual cleaning schedule if the assumed “self cleaning” approach does not appear to be effective in identified (if any) problem areas.
- Use the results of the CCTV program to validate the existing Capital Improvement Plan.
- Compile an inventory of equipment and replacement parts, including identification of critical replacement parts, which are allocated by the contract operators (WMWD and IEUA) for the SARI line.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
May 2, 2009	Jul. 2008	12-15 months	\$40,000

3.5 Design and Performance Provisions

- Document SAWPA’s design standards and specifications. In addition, design, construction, inspection, and testing standards from member agency laterals tying to the SARI pipeline should also be reviewed and documented into one standard document. Documentation should be simple and brief so they are efficiently used. In addition, the latest edition of the “Greenbook” specifications and details could be incorporated as part of the design standards. If no design standards and specifications are available, they should be developed. As a minimum, design standards should be developed for manholes, lateral crossings, pipe repairs, etc.
- Procedures for developing, reviewing, and adopting design standards should also be developed.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Dec. 2007	8 months	\$40,000

3.6 Overflow Emergency Response Plan

- Update the existing ERP to comply with the specific requirements of the WDRs and include updated response and notification procedures for SSOs. Updates should take into consideration the National Incident Management System (NIMS) and the Standardized Emergency Management System (SEMS) format, reporting, and training that SAWPA and its member agencies have had in the past. This update is presently being done by CDM.
- Develop a standard reporting form (or forms)
- Train SAWPA staff and staff from the member agencies on the updated OERP, response procedures, the use of the form(s), and WDR reporting requirements.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
May 2, 2009	In progress	N/A/	N/A

3.7 FOG Control Program

- Compile information on the FOG programs from the various member agencies. Reference the information in the SSMP.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
May 2, 2009	Dec. 2007	6 months	N/A

3.8 System Evaluation and Capacity Assurance Plan

- Review and revise as needed the criteria to determine capacity enhancements.
- Develop a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules for construction of CIP projects. Revisit the CIP every two years.
- Flow projections from the various member agencies were last updated and provided to SAWPA in 2005. These flow projections should be updated every two years, or as needed by SAWPA, in conjunction with a re-evaluation of the CIP.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Jul. 2008	6 months	\$10,000

3.9 Monitoring, Measurement, and Program Modifications:

- Develop, as part of the SSMP, a set of system-specific performance indicators that can be used to describe the performance of the collection system and related maintenance activities on the basis of measurable objectives. Examples of these performance indicators are SSOs per year per length of sewer, mainline blockages per year per length of sewer, lateral blockages cleared per year per length of sewer, pipe failures per year per length of sewer, significant industrial user violations per year, percentage of sewers inspected by video per year, percentage of sewers cleaned per year, and others.
- Compare the selected performance indicators to existing benchmarking data such as the following: *Benchmarking Performance Indicators for Water and Wastewater Utilities: Survey Data and Analyses Report, AWWA, 2005*; and *Optimization of Collection System Maintenance Frequencies and System Performance, ASCE, 1999*.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Jul. 2008	8 months	\$15,000

3.10 SSMP Program Audits

- Develop a process to conduct program performance reviews as part of the SSMP development.
- Conduct these performance reviews every two years.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Jul. 2008	6 months	\$8,000

3.11 Communication Program

- Develop a section in the SSMP that explain SAWPA’s communication plan with its member agencies. This section should also briefly describe or reference the communications plans of the member agencies.

- Evaluate, and modify as needed, the existing Underground Service Alert (USA) program to reduce or eliminate difficulties with marking the SARI line, SAWPA not getting asked to mark the lines, and contractors damaging sections of the line. Any modifications to the USA program should be included in the communication program

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Jul. 2008	6 months	\$10,000

3.12 Certification

- Once the SSMP is developed, adopt the SSMP in a public meeting. It is recommended that the “authorized representative” that will complete the certification of the SSMP is SAWPA’s General Manager.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Jul. 2008	6 months	N/A

3.13 Final SSMP Document

- Implement the recommendations included in this report and develop an agency-specific SSMP.

WDR Required Completion Date	Recommended Completion Date	Estimated Duration to Complete	Estimated Budget to Complete
Aug. 2, 2009	Dec. 2008	6 months	\$15,000

Appendix A
Ordinance No. 4



Santa Ana Watershed Project Authority

COMMISSION FOR THE PROJECT AUTHORITY
EASTERN MUNICIPAL WATER DISTRICT
INLAND EMPIRE UTILITIES AGENCY
ORANGE COUNTY WATER DISTRICT
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
WESTERN MUNICIPAL WATER DISTRICT

GENERAL MANAGER

P. JOSEPH GRINDSTAFF

SANTA ANA WATERSHED PROJECT AUTHORITY

ORDINANCE NO. 4

**An Ordinance Establishing Regulations for the Use of the
Santa Ana Regional Interceptor
(Superseding Ordinance No. 3)**

July 10, 2001

11615 Sterling Avenue, Riverside, CA 92503-4979 • (909) 785-5411
Administration FAX (909) 785-7076 • Planning FAX (909) 352-3422



1
2
3 **SAWPA ORDINANCE NO. 4**

4 AN ORDINANCE OF THE SANTA ANA WATERSHED PROJECT AUTHORITY
5 ESTABLISHING REGULATIONS FOR THE USE OF THE SANTA ANA REGIONAL
6 INTERCEPTOR

7 BE IT ORDAINED BY THE COMMISSION OF THE SANTA ANA WATERSHED
8 PROJECT AUTHORITY AS FOLLOWS:
9

10
11
12 **PREAMBLE**

13
14 **ARTICLE 1**
15 **GENERAL PROVISIONS**

- 16
17 101.0 Purpose and Policy
18 101.1 Authorization
19 102.0 Definitions
20 103.0 Administration
21 104.0 Notice
22 105.0 Confidentiality
23 106.0 Time Limits
24
25

26 **ARTICLE 2**
27 **GENERAL PROHIBITIONS AND**
28 **LIMITATIONS ON DISCHARGES**
29

- 30 201.0 Prohibited Waste Discharges
31 202.0 Dilution Prohibited as a Substitute for Treatment
32 203.0 Limitations on Surface Runoff and Groundwater
33 204.0 Limitations on Unpolluted Water
34 205.0 Limitations on Domestic Wastewater and Septage Waste
35 206.0 Limitations on Point of Discharge
36 207.0 Limitations on the Use of Grinders
37 208.0 Limitations on Biological Oxygen Demand (BOD)
38 209.0 Limitations on Infectious Waste Disposal
39 210.0 Limitations on Disposal of Waste Solutions and Sludges
40 211.0 Slug Discharges
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ARTICLE 3
WASTEWATER DISCHARGE CONTRACTS
USER CHARGES AND FEES

- 301.0 Introduction
302.0 Wastewater Discharge Contract Between SAWPA and a Member Agency
303.0 Wastewater Discharge Contracts Between a Member Agency and a User of the SARI System or Tributaries Thereto
304.0 User Charges and Fees

ARTICLE 4
WASTEWATER DISCHARGE PERMITS

- 401.0 Introduction
402.0 Wastewater Discharge Permits
403.0 Permit Duration
404.0 Duty to Comply
405.0 Permit Renewal
406.0 Permit Modification
407.0 Permit Transfer
408.0 Wastewater Discharge Contract Rights
409.0 Operational Emergency Discharge

ARTICLE 5
MONITORING, REPORTING, INSPECTION,
AND FACILITY REQUIREMENTS

- 501.0 Monitoring and Reporting
502.0 Inspection
503.0 Inspection Warrants
504.0 Record Keeping
505.0 Flow Measurement
506.0 Interceptor Requirements
507.0 Standard Interceptor Designs
508.0 Interceptor Maintenance
509.0 Liquid Waste Haulers
510.0 Use of and Damage to SAWPA Equipment or Facilities
511.0 Separation of Domestic and Industrial Waste
512.0 Limitations on Wastewater Strength
513.0 Local Limits
514.0 Pretreatment of Industrial Wastewaters
515.0 Unauthorized Monitoring and Pretreatment Equipment Modifications
516.0 Pretreatment Equipment Bypass
517.0 Prohibited Discharge of Recovered Pretreatment Waste

1	518.0	Stormwater Diversion
2	519.0	Industrial User Modifications
3	520.0	Spill Containment Systems
4	521.0	Facility Waste Management Plan
5	522.0	Federal Categorical Pretreatment Standards
6	523.0	Notice of Potential Problems to POTW
7	524.0	Written Responses
8	525.0	Falsifying Information
9		

**ARTICLE 6
ENFORCEMENT**

13	600.0	Purpose and Scope
14	601.0	Enforcement Response Plan
15	602.0	Administrative Violations
16	603.0	Violations of Discharge Limitations
17	604.0	Unclassified Violations
18	605.0	Separate Violations
19	606.0	Administrative Orders
20	607.0	Wastewater Discharge Permit Revocation
21	608.0	Termination of Service
22	609.0	Annual Publication Notice
23	610.0	Administrative Complaint
24	611.0	Civil Liability for Violations
25	612.0	Criminal Penalties
26	613.0	Probationary Periods
27	614.0	Legal Action
28	615.0	Supplemental Enforcement Actions
29	616.0	Remedies Nonexclusive
30	617.0	Judicial Collection
31	618.0	Judicial Review
32	619.0	Payment of Fees, Charges, and Penalties
33	620.0	Damage to Facilities or Interruption of Normal Operations
34	621.0	Appeals
35	622.0	Alternative Enforcement Procedures
36	623.0	Invalidity
37	624.0	Interpretation – Intent
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**ARTICLE 7
SEVERABILITY**

43	700.0	Severability
44	701.0	Effective Date
45	702.0	Judicial Review of Ordinance
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I. PREAMBLE

The Santa Ana Watershed Planning Agency was formed in 1968 to develop a long-range plan for managing, preserving, and protecting the quality of the water supplies in the Santa Ana River Basin. After development of the long-range plans, the Santa Ana Watershed Project Authority (SAWPA) was formed to implement the Planning Agency's recommendations. SAWPA's programs include the planning, financing, construction and operation of projects that relate to the water quality and quantity in the Santa Ana River Basin.

Various federal, state and local regulatory agencies have established goals and standards to assure that the highest quality water is made available to the people in the Santa Ana River Basin. In order to enhance and improve the quality of water in the Santa Ana River Basin and to insure compliance with goals and standards set by the regulatory agencies, SAWPA has implemented many projects to remove contaminants, mainly high saline waters, from the water supplies. One of the main facilities constructed for this purpose is the Santa Ana Regional Interceptor (SARI) sewer. This sewer transports highly saline wastewater from the watershed to the Orange County Sanitation District (OCSD) for treatment and disposal to the Pacific Ocean. This isolation of saline wastewater prevents contamination of the Santa Ana River from the commingling of these wastewaters with the river water. The use of the SARI System enables the delivery of higher quality potable water to the Users of the Santa Ana River Basin waters, particularly in the lower elevations of the basin in the Orange County area.

SAWPA recognized the need to control the quality of waters in the basin as well as wastewaters discharged to the SARI System and adopted Ordinance No. 1 in May 1982. The purpose of the ordinance was to establish the maximum benefit from the use of the SARI System by providing procedures to insure compliance with the requirements placed upon SAWPA by regulatory agencies and SAWPA's contractual agreements with OCSD. Upon the effective date of this Ordinance No. 4, Ordinance No. 3, including any amendments thereto, shall be repealed and superseded by this Ordinance.

ARTICLE I GENERAL PROVISIONS

101.0 PURPOSE AND POLICY

The purpose of this Ordinance is to provide for the maximum benefit from the use of the Santa Ana Watershed Project Authority's (SAWPA) facilities. This shall be accomplished by regulating the use of the Santa Ana Regional Interceptor (SARI) sewer system and tributaries thereto and the wastewater discharged to this sewer system, by providing for the distribution of the costs of the construction, administration, operation and maintenance of the system, and by providing procedures that will allow SAWPA to comply with all regulatory requirements imposed upon SAWPA by contract requirements and by federal, state, and local agencies. In order to conform to limitations and requirements from regulatory agencies, SAWPA must

1 regulate the discharge of wastewater into the SARI System. This Ordinance shall apply to all
2 Direct or Indirect Users that discharge wastewater tributary to the SARI System.

3
4 A. This Ordinance shall provide for the regulation of wastewater discharges into the SARI
5 System in accordance with the Federal Government's objectives of general pretreatment
6 regulations as stated in Section 403.2 of Title 40 of the Code of Federal Regulations (CFR)
7 which are for the following purposes:

8
9 1. To prevent the introduction of pollutants into the SARI System that will interfere
10 with the operation of the Orange County Sanitation District's (OCSD) Publically Owned
11 Treatment Works (POTW), including interference with its use or disposal of municipal
12 biosolids;

13
14 2. To prevent the introduction of pollutants into OCSD's POTW which will pass
15 through the treatment works, inadequately treated, to the receiving waters or otherwise be
16 incompatible with such works;

17
18 3. To improve opportunities to recycle and reclaim municipal and industrial
19 wastewaters and biosolids;

20
21 4. To enable SAWPA to comply with requirements form the Federal Environmental
22 Protection Agency and OCSD and any other federal or state laws to which SAWPA and/or
23 OCSD's POTW is subjected;

24
25 5. To enable SAWPA to control the privileges to any use of the SARI System and
26 tributaries thereto; and

27
28 6. To protect and preserve the health and safety of the citizens and personnel of
29 SAWPA, OCSD, and contracted agencies.

30
31 B. This Ordinance shall apply to all Direct or Indirect Users of the SARI System and
32 tributaries thereto. This Ordinance authorizes:

33
34 1. The issuance of waste discharge permits;

35
36 2. Monitoring, compliance, and enforcement activities;

37
38 3. SARI System contribution plan check services;

39
40 4. User reporting requirements;

41
42 5. The establishment of fees; and

43
44 6. The equitable distribution of costs resulting from the program established herein.

45
46 C. This Ordinance shall be administered by the General Manager of SAWPA, under the

1 control and direction of the SAWPA Commission.

2 **101.1 AUTHORIZATION.** This Ordinance is enacted pursuant to the authorization of the
3 Municipal Water District Law of 1911, California Water Code Section 71000 et seq., California
4 Government Code Section 6500 et seq., the Clean Water Act (33 U.S.C. 1251 et seq.) and the
5 General Pretreatment Regulations (40 C.F.R. 403).

6
7 **102.0 DEFINITIONS.** Unless otherwise defined herein, terms pertaining to water quality shall
8 be as adopted in the latest edition of Standard Methods for the Examination of Water and
9 Wastewater, published by the American Public Health Association, the American Water Works
10 Association, and the Water Environment Federation. Unless otherwise defined herein, terms
11 pertaining to construction and building shall be defined as being the same as set forth in the
12 International Conference of Building Officials Uniform Building Code, current edition. Unless
13 the context specifically indicates otherwise or as previously indicated, the meaning of the terms
14 used in this Ordinance shall be as follows:

15
16 1. **Analytical Methods** shall mean the sample analysis techniques prescribed in 40 CFR
17 Part 136 and amendments thereto. Where 40 CFR Part 136 does not contain sampling or
18 analytical techniques for the pollutant in question, or where the E.P.A. determines that Part 136
19 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and
20 analysis shall be performed using validated analytical methods or any other applicable sampling
21 and analytical procedures approved by SAWPA, including procedures suggested by SAWPA or
22 other parties as approved by the E.P.A.

23
24 2. **Authorized Representative** shall mean:

25
26 a. A responsible corporate officer, if the User is a corporation, of the level of
27 president, secretary, treasurer, or vice president in charge of a principal business
28 function, or any other person who performs similar policy or decision making
29 functions for the corporation; or the manager of one or more manufacturing or
30 production processes, or operation, if authority to sign documents has been assigned or
31 delegated to the manager in accordance with corporate procedures.

32
33 b. A general partner or proprietor if the User is a partnership or sole
34 proprietorship respectively;

35
36 c. If the User is a federal, state, or local government facility: a director, highest
37 appointed official, employee designated to oversee the operation and performance of
38 the activities of the government facility, or their designee.

39
40 d. A duly Authorized Representative of the individual designated in Paragraph
41 (a-c) if such representative is responsible for the overall operation of the facility from
42 which the discharge originates and such authorization is confirmed in writing to the
43 General Manager by the individual described in Paragraph (a-c) of this definition.

44
45 3. **Batch Discharge** shall mean any SAWPA approved intermittent discharge of
46 pollutants from sources such as, but not limited to, process tanks, holding tanks, rinse tanks, or

1 treatment systems.

2
3 4. **Biochemical Oxygen Demand (BOD)** shall mean the quantity of oxygen, expressed in
4 mg/L, required to biologically oxidize material in a waste or wastewater sample measured under
5 approved laboratory methods of five days at twenty degrees Centigrade.

6
7 5. **Bypass** shall mean the intentional diversion of wastestreams from any point of a User's
8 pretreatment facility.

9
10 6. **Capacity Unit** shall equal 10,000 gallons per day of discharge right.

11
12 7. **Categorical User** shall mean all industrial Users subject to National Categorical
13 Pretreatment Standards promulgated by the EPA in accordance with Sections 307 (b) and (c) of
14 the Clean Water Act (33 U.S.C.-1317) and as listed by the E.P.A. under the appropriate subpart
15 of 40 CFR Chapter I, Subchapter N, as it exists and as it may be amended.

16
17 8. **Chemical Oxygen Demand (COD)** shall mean the quantity of oxygen, expressed in
18 mg/L, required to chemically oxidize material in a waste or wastewater sample, under specific
19 conditions of an oxidizing agent, temperature, and time. COD results are not necessarily related
20 to BOD results.

21
22 9. **City Collection System** shall mean all pipes, sewers and conveyance systems
23 conveying wastewater to the SARI system and tributaries thereto that are owned and maintained
24 by a municipality, excluding sewer service lateral line connections.

25
26 10. **Class I User** shall mean those Users with a direct connection to the SARI System or
27 tributaries thereto and excluding Special Purpose Discharge Users.

28
29 11. **Class II User** shall mean those Users that use a liquid waste hauler to transport their
30 wastewater to a designated SARI System disposal site.

31
32 12. **Class III User** shall mean those Users with a Special Purpose Discharge that is
33 directly connected to the SARI System or tributaries thereto or transported to a designated SARI
34 System disposal site by means of a liquid waste hauler.

35
36 13. **Class IV User** shall mean those liquid waste haulers that haul wastewater by truck or
37 other means from Class II or III Users for disposal at a SARI System designated disposal site.

38
39 14. **Class V User** shall mean those industrial Users which have a temporary need to
40 discharge domestic wastewater to the SARI System or tributaries thereto. The temporary period
41 shall be from one to one hundred eighty (180) days or a time period established by the General
42 Manager.

43
44 15. **Code of Federal Regulations (CFR)** shall mean the codification of the general and
45 permanent rules published in the Federal Register by the executive departments and agencies of

1 the Federal Government.

2 16. **Collection System** shall mean all wastewater conveyance systems owned and
3 maintained by SAWPA or a Member Agency for purposes of conveying wastewater to OCSD's
4 POTW for treatment and excludes sewer service lateral connections.

5
6 17. **Combined Wastestream Formula** shall mean the formula, as outlined in the
7 General Pretreatment Regulations of the Clean Water Act, 40 CFR 403.6(e), for determining
8 wastewater discharge limitations for Categorical Industrial Users and Significant Industrial
9 Users whose effluent is a mixture of regulated, unregulated, and dilution wastewater as defined
10 in the formula.

11
12 18. **Commission** shall mean the governing body of SAWPA as defined by the Joint
13 Exercise of Powers Agreement establishing SAWPA.

14
15 19. **Compliance Schedule** shall mean a time schedule enforceable under this Ordinance
16 containing increments of progress called milestones, which are in the form of dates. These
17 milestones shall be for the commencement and/or completion of major events leading to the
18 construction and operation of additional pretreatment facilities or the implementation of
19 policies, procedures or operational management techniques required for the User to comply with
20 all applicable federal, state or local environmental regulations which may directly or indirectly
21 affect the quality of the User's wastewater effluent.

22
23 20. **Composite Sample** shall mean a series of grab samples of equal volume taken at a
24 predetermined time or flow rate for a predetermined period of time which are combined into one
25 sample.

26
27 21. **Conventional Pollutants** shall be defined as BOD, COD, total suspended solids, pH,
28 fecal coliform, oil and grease, total nitrogen and such additional pollutants as are now or may be
29 in the future specified and controlled in OCSD's NPDES permit for its POTW where said
30 POTW has been designed and used to reduce or remove such pollutants.

31
32 22. **Cooling Water** shall mean all water used solely for the purpose of cooling a
33 manufacturing process, equipment, or product.

34
35 23. **Cyanide (Amenable)** shall mean those cyanides that are amenable to chlorination as
36 described in 40 CFR 136.3

37
38 24. **Dilution** shall mean the increase in use of process water, potable water or any other
39 means to dilute a discharge as a partial or complete substitute for adequate treatment to achieve
40 discharge requirements.

41
42 25. **Discharge Right** shall mean the volume of wastewater capacity purchased by a User
43 for use with the SARI Systems and tributaries thereto.

44
45 26. **District Collection System** shall mean all pipes, sewers and conveyance systems

1 conveying wastewater to the SARI system and tributaries thereto that are owned and maintained
2 by a community services district, special district, or water district, excluding sewer service
3 lateral line connections.
4

5 27. **Domestic Wastewater** shall mean wastewater, including domestic septic system
6 waste, from private residences and wastewater from other premises resulting from the use of
7 water for personal washing, sanitary purposes or the discharge of human excrement and related
8 matter. Domestic wastewater when analyzed by standard methods shall contain no more than
9 two hundred fifty mg/L of total suspended solids (TSS), two hundred fifty mg/L of BOD and
10 four hundred twenty mg/L of COD.
11

12 28. **Effluent** shall mean treated wastewater flowing from treatment facilities, the OCSD's
13 POTW, or a User's pretreatment equipment.
14

15 29. **E.P.A.** shall mean the United States Environmental Protection Agency.
16

17 30. **Federal Categorical Pretreatment Standard** shall mean the National Pretreatment
18 Standards, established by the E.P.A., specifying quantities or concentrations of pollutants or
19 pollutant properties which may be discharged or introduced into the SARI System or tributaries
20 thereto by existing or new industrial Users in specific industrial categories established as
21 separate regulations under the appropriate subpart of 40 CFR Chapter I, Subchapter N, as it
22 exists and as it may be amended.
23

24 31. **Flow Monitoring Facilities** shall mean equipment and structures approved by
25 SAWPA and provided at the User's expense to measure, totalize, and/or record the incoming
26 water to the User's facility or the wastewater discharged to the SARI System sewer or
27 tributaries thereto.
28

29 32. **General Manager** shall mean SAWPA's General Manager.
30

31 33. **Good Faith** shall mean the User's honest intention to remedy noncompliance
32 together with actions that give support to the intention without the use of enforcement actions
33 by SAWPA. Examples of these intentions are improved housekeeping practices or the
34 installation of pretreatment equipment to reduce or eliminate pollutants. Notwithstanding such
35 good faith, a User may be subject to mandatory penalties under California Water Code, Section
36 13385 and amendments thereto.
37

38 34. **Grab Sample** shall mean an individual sample collected over a period of time not
39 exceeding fifteen minutes.
40

41 35. **Gravity Separation Interceptor** shall mean an approved detention chamber designed
42 to remove floatable and settleable material from industrial wastewater prior to discharge into the
43 SARI System.
44

45 36. **Hazardous Substance** shall mean any substance capable of creating imminent

1 endangerment to health or the environment including, but not limited to, any substance
2 designated under 40 CFR Section 310.11(d) or any hazardous chemical substance subject to
3 regulation under the Toxic Substances Control Act, 15 USCA, Section 2601, et seq. By way of
4 example, this includes substances which are toxic, explosive, corrosive, flammable or irritants,
5 or which generate pressure through heat or decomposition, e.g., heavy metals, pesticides, strong
6 acids or bases, distillate fuels, oxidants, among other things.

7
8 37. **Heating Water** shall mean all water used solely for the heating of a manufacturing
9 process, equipment, or product.

10
11 38. **Indirect Discharger** shall mean a User that contracts a truck, tanker, or vacuum truck
12 service or other similar means to bring wastewater for disposal to the SARI System or tributaries
13 thereto from a site, facility, or company that has no direct connection to the SARI System or
14 tributaries thereto.

15
16 39. **Industrial User** shall mean all persons, entities, public or private, industrial,
17 commercial, governmental, or institutional that discharge or cause to be discharged, industrial
18 wastewater into the SARI System or tributaries thereto or any other sewer system owned and
19 operated by SAWPA.

20
21 40. **Industrial Wastewater** shall mean all non-domestic, including all wastewater from
22 any producing, manufacturing, processing, institutional, governmental, commercial, service,
23 agricultural or other operation. Industrial wastewater may also include cooling tower and boiler
24 blowdown water, potable water treatment wastewater, stormwater, and chemical toilet
25 wastewater pursuant to the Combined Wastestream Formula, 40 CFR 403.6(e).

26
27 41. **Infectious Waste** shall mean all wastes which are likely to transmit etiologic agents
28 which normally cause, or significantly contribute to the cause of, increased morbidity or
29 mortality of human beings.

30
31 42. **Inspector** shall mean a person authorized by the General Manager to inspect any User
32 discharging or anticipating discharging wastewater into conveyance, processing, or disposal
33 facilities to the SARI System or tributaries thereto.

34
35 43. **Interference** shall mean any discharge from a User which, alone or in conjunction
36 with discharges from other sources, inhibits, upsets or disrupts the SARI System or tributaries
37 thereto, OCSD's POTW, treatment processes or operations, or sludge processes, use or disposal;
38 and which causes of a violation of any requirement of OCSD's NPDES permit, Section 405 of
39 the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more
40 commonly referred to as the Resource Conservation and Recovery Act (RCRA)), state
41 regulations contained in any State Sludge Management Plan prepared pursuant to Subtitle D of
42 the SWDA, the Clean Air Act, the Toxic Substances Control Act, or the Marine Protection
43 Research and Sanctuaries Act and any amendments to these Acts or regulations.

44
45 44. **Liquid Waste Hauler** shall mean any person engaged in the truck hauling of liquid

1 waste from a User, excluding domestic waste, for disposal at a designated SARI disposal site.

2
3 45. **Local Limits** shall mean specific prohibitions or pollutant limitations or pollutant
4 parameters that are developed by OCSD in accordance with 40 CFR 403.5(c).

5
6 46. **Lower Explosive Limit (LEL)** shall mean the minimum concentration of a
7 combustible gas or vapor in the air that will ignite if an ignition source is present.

8
9 47. **Major Administrative Violations** shall mean, but are not limited to, the following:

10
11 1. Failure to notify the General Manager of a Slug Discharge immediately after
12 discovery of said discharge;

13
14 2. Failure to respond, by a given date, to letters requiring responses or to
15 administrative orders;

16
17 3. Missing a compliance date by more than thirty (30) days;

18
19 4. Falsification of documents or attempting to mislead SAWPA or OCSD in any
20 manner whatsoever;

21
22 5. Failure to cooperate with SAWPA employees or contracted employees
23 exercising their authority under this Ordinance, including monitoring and inspection
24 activities;

25
26 6. A pattern of minor administrative violations;

27
28 7. Failure to admit SAWPA employees or contracted employees, in the course of
29 their job, onto the User's property;

30
31 8. Failure to produce records as required;

32
33 9. Failure to accurately report noncompliance;

34
35 10. Failure to submit required reports (self-monitoring, 180-day baseline monitoring
36 report, 90-day compliance report, Compliance Schedule progress reports) or submitting
37 such reports more than thirty days late;

38
39 11. Failure to pay pursuant to Section 304.0 of this Ordinance, permit application
40 fees, permit renewal fees, or Administrative Penalties within sixty (60) days of due date;

41
42 12. Failure to pay all required fees, penalties, and charges within sixty (60) calendar
43 days from the due date;

44
45 13. Intentional discharge of a prohibited waste by a Liquid Waste Hauler into the
46 SARI System or tributaries thereto; or

1
2 14. Wastewater discharge without a valid Wastewater Discharge Permit after
3 notification.

4 48. **Mass Emission Rate** shall mean the weight of pollutants discharged to the SARI
5 System or tributaries thereto during a given period of time from a User.

6
7 49. **May** means permissive.

8
9 50. **Member Agency** shall mean either Eastern Municipal Water District, Inland Empire
10 Utility Agency, Orange County Water District, San Bernardino Valley Municipal Water
11 District, or Western Municipal Water District of Riverside County, or any other public agency
12 that subsequently becomes a member of SAWPA.

13
14 51. **mg/L** shall mean milligrams per liter.

15
16 52. **Milestone** shall mean increments of progress in the form of dates, not to exceed
17 nine months, and are used in compliance schedules. Milestones shall be for the
18 commencement and/or completion of major events leading to the construction and operation
19 of additional pretreatment facilities or the implementation of policies, procedures or
20 operational management techniques required for the User to comply with all applicable
21 federal, state or local environmental regulations which may directly or indirectly affect the
22 quality of the User's wastewater effluent.

23
24 53. **Minor Administrative Violations** shall mean, but are not limited to, the following:

- 25
26 1. Submission of incomplete reports or questionnaires;
27
28 2. Failure to submit reports by the scheduled due date;
29
30 3. Failure to respond to questionnaires;
31
32 4. Missing a compliance date without proper prior notification to SAWPA;
33
34 5. Failure to conduct sampling when required;
35
36 6. Failure to notify the General Manager of a violation of permit conditions within
37 one working day of the discovery of the violation; or
38
39 7. Failure to pay all required fees, penalties and charges within forty-five (45)
40 calendar days from the due date.

41
42 54. **Monitoring/Production Information Order (MPIO)** shall mean an Administrative
43 Order requiring an Industrial User to determine the mass emission or concentration of pollutants
44 or other conditions specified in the Industrial User's permit in their industrial wastewater
45 discharge for all days within a fourteen consecutive day period that industrial wastewater is

1 discharged to the SARI System and submit production data for that period.
2

3 55. **Monthly Average** shall mean the average of daily measurements over a calendar
4 month as calculated by adding all the daily measurements taken during the calendar month and
5 dividing that sum by the sum of the number of daily measurements taken in the month.
6

7 56. **NAICS** shall mean the North American Industry Classification System published by
8 the Executive Office of the President of the United States, Office of Management and Budget.
9

10 57. **National Pretreatment Standard** shall mean any regulation containing pollutant
11 discharge limits promulgated by the E.P.A. in accordance with section 307(b) and (c) of the Clean
12 Water Act, which applies to Industrial Users. This term includes prohibitive discharge limits
13 established pursuant to 40 CFR Part 403.5.
14

15 58. **New Source** shall mean any building, structure, facility, or installation from which
16 there is or may be a discharge of pollutants, the construction of which commenced after the
17 publication of proposed Pretreatment Standards under Section 307 (c) of the Federal Clean
18 Water Act which will be applicable to such source if such Standards are thereafter promulgated
19 in accordance with that Section, provided that:
20

21 A. The building, structure, facility or installation is constructed at a site at which no
22 other source is located; or
23

24 B. The building, structure, facility or installation totally replaces the process or
25 production equipment that causes the discharge of pollutants at an existing source; or
26

27 C. The production or wastewater generating processes of the building, structure,
28 facility or installation are substantially independent of an existing source at the same
29 site. In determining whether these are substantially independent, factors such as the
30 extent to which the new facility is integrated with the existing plant, and the extent to
31 which the new facility is engaged in the same general type of activity as the existing
32 source may be considered.
33

34 59. **OCSD** shall mean the Orange County Sanitation District.
35

36 60. **Oil and Grease** shall mean any of the following in part or in combination:
37

38 A. Petroleum derived products (e.g., oils, fuels, lubricants, solvents, cutting oils,
39 mineral oils);
40

41 B. Vegetable derived products (e.g., oils, shortenings, water soluble cutting oils);
42

43 C. Animal derived products (e.g., fats, greases, oils, lard).
44

45 61. **Pass Through** shall mean any discharge which exits OCSD's POTW into waters of

1 the United States in quantities or concentrations which, alone or in conjunction with a discharge
2 or discharges from other sources, causes a violation of any requirement of the OCSD's NPDES
3 permit, including an increase in the magnitude or duration of a violation.

4 62. **Permittee** shall mean any User who has received a Wastewater Discharge Permit to
5 discharge wastewater into the SARI System or tributaries thereto.

6
7 63. **Person** shall mean any individual, firm, company, association, society, general or
8 limited partnership, limited liability company, trust, corporation, governmental agency or group,
9 and includes the plural or the singular.

10
11 64. **Pollutant** shall mean conventional pollutants, domestic wastewater, hazardous
12 substances, infectious waste, slug discharges, dredged spoil, solid waste, incinerator residue,
13 sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive
14 materials, medical waste, heat, rock, sand, cellar dirt and industrial, municipal, and agricultural
15 waste.

16
17 65. **POTW** shall mean a **Publicly Owned Treatment Works**. This definition includes all
18 devices, equipment, pipes, and systems used in the transmission, storage, treatment, recycling
19 and reclamation of municipal sewage, sludge, or industrial wastewater.

20
21 66. **Pretreatment** shall mean the reduction of the amount of pollutants, the elimination of
22 pollutants, or the alteration of the nature of the pollutant properties in wastewater prior
23 discharging such pollutants into the SARI System or tributaries thereto. The reduction or
24 alteration may be obtained by physical, chemical or biological processes, process changes or by
25 any other means, except dilution.

26
27 67. **Pretreatment Facility** shall mean any works or devices for the treatment or flow
28 limitation of wastewater prior to discharge to the SARI System or tributaries thereto.

29
30 68. **Pretreatment Requirements** shall mean any substantive or procedural
31 requirement related to pretreatment, other than a National Pretreatment Standard, imposed
32 on an Industrial User."

33
34 69. **Pretreatment Waste** shall mean all waste, liquid or solid, removed from a
35 wastestream or wastewater discharge by physical, chemical, or biological means.

36
37 70. **Public Agency** shall mean the State of California and any city, county, special district,
38 or other public agency within the State of California.

39
40 71. **Qualified Professional** shall mean any person who by virtue of education, training, or
41 experience is qualified to evaluate and assess pollutant discharges and violations of this
42 Ordinance.

43
44 72. **RCRA** shall mean the Resource Conservation and Recovery Act (42 U.S.C. 6901, et
45 seq.) and its regulations 40 CFR Parts 260-266 and 270 and as amended.

1
2 **73. Regulatory Agencies** shall mean those agencies having jurisdiction over the operation
3 of SAWPA and/or OCSD including, but not limited to:

4 A. United States Environmental Agency, Region IX, San Francisco, CA and
5 Washington, D.C. (E.P.A.);

6
7 B. California State Water Resources Control Board (SWRCB);

8
9 C. California Regional Water Quality Control Board , Santa Ana Region(RWQCB);

10
11 D. South Coast Air Quality Management District (SCAQMD);

12
13 E. California Environmental Protection Agency (CalEPA); and

14
15 F. California Department of Health Services (DOHS).

16
17 **74. Sampling Facilities** shall mean structure(s) and equipment approved by SAWPA and
18 provided at the User's expense for SAWPA or the User to measure and record wastewater
19 pollutant levels, collect representative wastewater samples, and/or provide direct access to
20 terminate the wastewater discharge.

21
22 **75. Sanitary Waste** shall mean domestic wastewater.

23
24 **76. SARI** shall mean the Santa Ana Regional Interceptor.

25
26 **77. SARI System** shall mean all wastewater conveyance systems owned and maintained
27 by SAWPA, excluding sewer service lateral line connections owned and operated by others.

28
29 **78. Self-monitoring** shall mean wastewater samples taken by a User or the User's
30 contracted laboratory, consultant, engineer, or similar entity.

31
32 **79. Service Lateral Line** shall mean the wastewater collection pipe extending from
33 premises where the wastewater is generated up to and including the connection to the SARI
34 System or tributaries thereto.

35
36 **80. Shall** means mandatory.

37
38 **81. Significant Industrial User (SIU)** shall mean all Industrial Users subject to
39 Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N;:
40 An SIU includes any User that:

41
42 A. Discharges Industrial Wastewater at an average rate of at least 25,000 gallons
43 per day (gpd) to the SARI System or tributaries thereto (excluding sanitary, noncontact
44 cooling and boiler blowdown wastewater);

1 B. Contributes a process wastestream that makes up 5 percent or more of the
2 average dry weather hydraulic or organic capacity of OCSD's POTW; or
3

4 C. Is designated as an SIU by the General Manager on the basis that the User has a
5 reasonable potential for adversely affecting the SARI System or tributaries thereto or
6 OCSD's POTWs or for violating any pretreatment standard or requirement.
7

8 **82. Significant Noncompliance (SNC)** shall mean any compliance violations that meet
9 one or more of the following criteria:

10
11 A. Chronic violations of wastewater discharge limits, which are defined as those in
12 which sixty-six percent or more of all of the measurements for each pollutant taken during
13 a consecutive six month period exceed (by any magnitude) the daily maximum limit or the
14 average limit for the same pollutant;

15
16 B. Technical review criteria (TRC) violations, which are defined as those in which
17 thirty-three percent or more of all of the measurements for each pollutant taken during a
18 consecutive six month period equal or exceed the product of the daily maximum limit or
19 the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and
20 grease, and 1.2 for all other pollutants except pH);

21
22 C. Any other violation of a Pretreatment effluent limit (daily maximum or longer
23 term average) that SAWPA determines has caused, alone or in combination with other
24 discharges, Interference or Pass Through (including endangering the health of SAWPA
25 personnel or the general public);

26
27 D. Any discharge of a pollutant that has caused imminent endangerment to human
28 health or welfare or to the environment or has resulted in exercise of emergency authority
29 to halt or prevent such a discharge;

30
31 E. Failure to meet, within ninety (90) days after the scheduled date, a compliance
32 schedule milestone contained in an Administrative Order, for starting construction,
33 completing construction, or attaining final compliance;

34
35 F. Failure to provide, within thirty (30) days of the due date, any required reports
36 such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring
37 reports, and reports on compliance with compliance schedules;

38
39 G. Failure to pay, within thirty (30) days, all applicable User application, permit,
40 and enforcement penalty fees;

41
42 H. Failure to report accurately non-compliance; or

43
44 I. Any other violations which SAWPA believes will adversely affect the operation
45 and implementation of SAWPA's pretreatment program or the SARI System or tributaries
46 thereto.

1 83. **Single Pass Cooling Water** shall mean water that is used solely for the purpose of
2 cooling and is used only once before being discharged.
3

4 84. **Single Pass Heating Water** shall mean water that is used solely for the purpose of
5 heating and is used only once before being discharged.
6

7 85. **Slug Discharge** shall mean any discharge of a non-routine, episodic nature, including
8 but not limited to an accidental spill or a non-customary batch discharge of wastewater, material
9 or waste with such a high volume or pollutant concentration which will cause damage,
10 interference, or pass through in the SARI System or tributaries thereto, OCSD's POTW, or
11 sludge processes, use, or disposal.
12

13 86. **Special Purpose Discharge** shall mean a wastewater discharge to the SARI System or
14 tributaries thereto requiring a Class III Wastewater Discharge Permit which has origins from
15 unpolluted water, storm water runoff, groundwater, treated groundwater, subsurface drainage or
16 other similar sources of wastewater.
17

18 87. **Temporary User** shall mean any User who is granted temporary permission by the
19 General Manager to discharge wastewater to the SARI System or tributaries thereto and
20 controlled by a Class V Wastewater Discharge Permit.
21

22 88. **Total Suspended Solids** shall mean the total amount of residue retained by laboratory
23 filtration and dried at 103-105° C.
24

25 89. **Total Toxic Organics, (TTO)** shall mean the sum of all quantifiable values greater
26 than 0.01 mg/L of the regulated toxic organic compounds which are found in the User's
27 wastewater discharge permit.
28

29 90. **Unpolluted Water** shall mean cooling and heating water, single pass cooling and
30 heating water, air conditioning condensate, ice melt, condensate, landscape irrigation, crop
31 irrigation, rain water, and water not containing any substances limited or prohibited by effluent
32 standards in effect or water whose discharge will not cause any violation of OCSD's NPDES
33 permit limits.
34

35 91. **Upset** shall mean an exceptional incident which causes temporary and unintentional
36 non-compliance with the discharge limitations or prohibitions applicable to a User or OCSD's
37 POTW and which is beyond the reasonable control of a User or OCSD's POTW and as more
38 fully set forth in OCSD's NPDES permit, 40 CFR Part 403.16, and California Water Code,
39 Section 13385.
40

41 92. **User** shall mean any Member Agency, person or entity, public or private, residential,
42 industrial, commercial, governmental, institutional, or liquid waste hauler that discharges or
43 causes to be discharged, wastewater or waterborne waste into the SARI System or tributaries
44 thereto.
45

1 93. **Waste** shall mean any discarded solid, semi-solid, liquid, or gaseous material.

2
3 94. **Wastestream** shall mean individually identifiable sources of waste that contribute to a
4 User's wastewater discharge.

5
6 95. **Wastewater** shall mean the used water and water carried waste from a User that is
7 discharged to a sewer. Storm water, surface water, and ground water infiltration may also be
8 included in this definition.

9
10 96. **Wastewater Discharge Contract** shall mean a written contract between SAWPA and
11 a Member Agency or between a Member Agency and a potential User for the purpose of
12 conveying a defined discharge right to use the SARI System or tributaries thereto.

13
14 97. **Wastewater Discharge Permit** shall mean the permit issued and enforced by the
15 General Manager permitting and regulating the discharge of wastewater into the SARI System
16 and tributaries thereto.

17
18 **103.0 ADMINISTRATION.**

19
20 **A. ADOPTION OF INTERPRETIVE RULES:** SAWPA's Commission may adopt
21 interpretive rules consistent with the provisions of this Ordinance for the administration of the
22 SARI System. Interpretive rules by SAWPA's Commission pertain to, but shall not be limited
23 to, discharge limitations, Pretreatment Requirements, standards for wastewater lines and
24 services and implementation of standards promulgated pursuant to the Federal Water Pollution
25 Control Act as amended by the Clean Water Act.

26
27 **B. GENERAL POWERS OF THE GENERAL MANAGER.** Except as otherwise
28 provided herein, the General Manager shall administer, implement and enforce the provisions of
29 this Ordinance. Any powers granted or duties imposed upon the General Manager may be
30 delegated by the General Manager to persons acting in the beneficial interest or employ of
31 SAWPA, but shall remain the responsibility of the General Manager. In addition to the
32 authority to prevent or eliminate discharges through enforcement of discharge limitations and
33 prohibitions, the General Manager shall have the following powers:

34
35 1. **Endangerment to the health or welfare of the community.** The General
36 Manager, after informal notice to the affected User, may immediately and effectively halt
37 or prevent any discharge of pollutants into the SARI System or tributaries thereto, by any
38 means available, including physical disconnection from the SARI System or tributaries
39 thereto, whenever the wastewater discharge reasonably appears to present an imminent
40 endangerment to the health or welfare of the community.

41
42 2. **Endangerment to the environment or the POTW.** The General Manager,
43 after written order to the User, may halt or prevent any discharge of pollutants into the
44 SARI System or tributaries thereto, by any means available, including physical
45 disconnection from the SARI System or tributaries thereto, whenever such discharge

1 presents or may present an imminent and substantial endangerment to the environment or
2 threatens to damage or interfere with the operation of the SARI System or tributaries
3 thereto or OCSD's POTW.

4 3. The discharges referred to in items 1 and 2 above may be halted or prevented
5 without regard to the compliance by the User with other provisions of this Ordinance.
6

7 **C. SPECIFIC POWERS OF THE GENERAL MANAGER.** If in violation of this
8 Ordinance is discharged or proposed to be discharged into the SARI System or tributaries
9 thereto, the General Manager may take any action necessary to:
10

11 1. Prohibit the discharge of such wastewater;

12
13 2. Require a User to demonstrate that in-plant modifications will reduce or eliminate
14 the pollutant or substance so that the discharge will not violate this Ordinance;
15

16 3. Require treatment, including storage facilities or flow equalization necessary to
17 reduce or eliminate the pollutants or substance so that the discharge will not violate this
18 Ordinance;
19

20 4. Require the User making, causing or allowing the discharge to pay any required
21 industrial User permit fees, inspection fees, surcharges, fines, penalties, damages, legal
22 expenses, attorney's fees and any other cost or expense incurred by SAWPA for
23 handling, treating or disposing of excess pollutant loads imposed on OCSD's POTW,
24 and/or associated with alleged or actual violations of OCSD's NPDES permit attributed
25 to the User's discharge;
26

27 5. Require timely and factually complete reports from the User responsible for such
28 discharge; or
29

30 6. Require such other or further remedial action as may be deemed to be desirable or
31 necessary to achieve the purposes of this Ordinance.
32

33 **104.0 NOTICE.** Unless otherwise provided herein, any notice required of the General Manager
34 under this Ordinance shall be in writing and served in person or by first class mail, postage
35 prepaid and certified. Such notice shall be deemed to have been given at the time of deposit in a
36 United States Postal Service facility.
37

38 **105.0 CONFIDENTIALITY.** Any information submitted by the User to SAWPA pursuant to
39 this Ordinance may be claimed as confidential by the User. Any such claim must be asserted at
40 the time of submission by placing the words "**Confidential Business Information**" on each
41 page containing such information. If no claim is made at the time of submission, SAWPA may
42 make the information available to the public without further notice. All User information and
43 data on file with SAWPA shall be available to the public and public agencies without restriction
44 unless the User specifically requests and is able to demonstrate to the satisfaction of SAWPA
45 that the release of such information would disclose information and data which would be
46 detrimental to the User's competitive position. The demonstration of the need for

1 confidentiality made by the User must meet the burden necessary for withholding such
2 information from the public under applicable state and federal laws. Information and data
3 concerning or relating to wastewater quality and quantity shall not be deemed confidential. All
4 sample data obtained either by the User or SAWPA shall not be considered confidential. All
5 production related information used to calculate mass based discharge limitations or required for
6 the development of a wastewater discharge permit shall not be considered confidential
7 information. Confidential information may be made available, upon request, to governmental
8 agencies for enforcement or judicial purposes related to this Ordinance, OCSD's NPDES Permit
9 or the pretreatment program, and as required by state or federal law.

10
11 **106.0 TIME LIMITS.** Any time limit or deadline provided in any written notice or any
12 provision of this Ordinance may be extended only by a written extension by the General
13 Manager and only upon a showing of good cause by the User.
14

15
16 **ARTICLE 2**
17 **GENERAL PROHIBITIONS AND LIMITATIONS**
18 **ON DISCHARGES**
19

20 **201.0 PROHIBITED WASTE DISCHARGES.** Except as hereinafter provided, no person or
21 User shall discharge or cause to be discharged into the SARI System or tributaries thereto or any
22 opening, sump, tank, clarifier, piping or waste treatment system which drains or flows into the
23 SARI System or tributaries thereto any of the following:
24

25 1. Any earth, sand, rocks, ashes, cinders, spent lime, stone, stone cutting dust,
26 gravel, plaster, diatomaceous earth, concrete, glass, metal filings, or metal or plastic
27 objects, garbage, grease, viscera, paunch manure, bones, hair, hides, or fleshings, whole
28 blood, dead animals, feathers, straw, shavings, grass clippings, rags, spent grains, spent
29 hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or
30 processing fuel or lubrication oil and similar substances, or solid, semi-solid or viscous
31 material in quantities or volume which will obstruct the flow of sewage in the SARI
32 System or tributaries thereto or any object which will cause clogging of a sewer or
33 sewage lift pump, or interferes with the normal operation of the SARI System or
34 tributaries thereto or OCSD's POTW.

35
36 2. Any compound or material which will produce noxious odors in the SARI System
37 or tributaries thereto or OCSD's POTW.

38
39 3. Any discharge that results in toxic gases, vapors or fumes within the SARI
40 System or tributaries thereto in a quantity that may cause acute health and safety
41 problems for SAWPA employees, contract employees, and the public.

42
43 4. Any recognizable portions of human or animal anatomy.

44
45 5. Any solids, liquids, gases, devices, or explosives which by their very nature or
46 quantity are or may be, sufficient either alone or by interaction with other substances or

1 sewage to cause fire or explosion hazards, exceed 10% of the lower explosive limit (LEL)
2 at the point of discharge or in the collection system, or in any other way create imminent
3 danger to SAWPA or contract wastewater personnel, OCSD's POTW, the environment or
4 public health.

5
6 6. Any wastewater or material with a closed cup flash point of less than 140 degrees
7 Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.
8

9 7. Any overflow from a septic tank, cesspool or seepage pit, or any liquid or sludge
10 pumped from a cesspool, septic tank or seepage pit, except as may be permitted by the
11 General Manager.
12

13 8. Any discharge from the wastewater holding tanks of recreational vehicles, trailers,
14 buses and other vehicles, except as may be permitted by the General Manager.
15

16 9. Any quantity of wastewater flow in excess of permitted limits or purchased
17 capacity.
18

19 10. Any stormwater, groundwater, street drainage, subsurface drainage, yard drainage
20 or runoff from any field, roof, yard, driveway or street. The General Manager may
21 approve, on a temporary basis, the discharge of such water only when no reasonable
22 alternative method of discharge is available.
23

24 11. Any substance or heat in amounts which will inhibit biological activity in
25 OCSD's POTW resulting in interference or which will cause the temperature of the
26 sewage in SARI System or tributaries thereto to be higher than 140 degrees Fahrenheit.
27 In no case shall any substance or heat be discharged to the SARI System or tributaries
28 thereto which will raise OCSD's POTW influent higher than 104 degrees Fahrenheit (40
29 degrees Celsius).
30

31 12. Any radioactive waste in excess of federal, state or county regulations.
32

33 13. Any pollutants, material or quantity of material which will cause:
34

35 A. Damage to any part of the SARI System or tributaries thereto;
36

37 B. Abnormal maintenance of the SARI System or tributaries thereto;
38

39 C. An increase in the operational costs of the SARI System or tributaries
40 thereto;
41

42 D. A nuisance or menace to public health;
43

44 E. Interference or pass through in OCSD's POTW, its treatment processes,
45 operations, sludge processes, use or disposal. This applies to each User
46 introducing pollutants into the SARI System or tributaries thereto whether or not

1 the User is subject to other national pretreatment standards or any national, State,
2 or local pretreatment requirements; or

3
4 F. A violation of the OCSD's NPDES permit.

5
6 14. Any quantities of herbicides, algacides, or pesticides in excess of local limits or
7 national pretreatment standards.

8
9 15. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil
10 origin in excess of local limits or national pretreatment standards.

11
12 16. Any material or quantity of material(s) which will cause abnormal sulfide
13 generation.

14
15 17. Any water or wastewater used to artificially raise the industrial User's discharge
16 volume and added for the purpose of diluting wastes which would otherwise exceed
17 applicable permitted discharge limitations.

18
19 18. Any wastewater having a corrosive property capable of causing damage to the
20 SARI System or tributaries thereto, OCSD's POTW, equipment, or structures or
21 presenting a hazard to SAWPA or contract personnel. However, in no case shall
22 wastewater be discharged to the SARI System or tributaries thereto or OCSD's POTW
23 with a pH below 6.0, or greater than 12.0.

24
25 19. Any substance which will cause discoloration of OCSD's POTW effluent which
26 results in a violation of OCSD's NPDES permit.

27
28 20. Any pollutant, including oxygen demanding pollutants (BOD, COD, etc.),
29 released in a discharge at a flow rate and/or pollutant concentration which will cause
30 interference with OCSD's POTW or SAWPA's SARI System or tributaries thereto.

31
32 21. Pollutants which result in the presence of toxic gases, vapors, or fumes with the
33 SARI System or tributaries thereto or OCSD's POTW in a quantity that may cause acute
34 worker health and safety problems.

35
36 22. Any unpolluted water, including cooling water, heating water, stormwater,
37 subsurface water, single pass cooling water, and single pass heating water. The General
38 Manager may approve, on a temporary basis, the discharge of such water only when no
39 reasonable alternative method of discharge is available. The User shall pay all applicable
40 User charges and fees.

41
42 23. Any substance which may cause OCSD's POTW effluent or any other product
43 such as residues, sludges, or scums to be unsuitable for reclamation or reuse or which
44 will interfere with any of the reclamation processes. This includes any material which
45 will cause the sludge at OCSD's POTW to violate applicable sludge use or disposal
46 regulations developed under the Federal Clean Water Act, 33 USCA, Section 1251 et

1 seq., or any regulations affecting sludge use or disposal developed pursuant to the Solid
2 Waste Disposal Act, 42 USCA, Section 6901, et seq.; Clean Air Act, 42 USCA, Section
3 7401, et seq.; Toxic Substance Control Act, 15 USCA, Section 2601, et seq., or any other
4 applicable State Regulations.
5

6 24. Any hazardous substance which violates the objectives of the General
7 Pretreatment Regulations (40 CFR 403), this Ordinance, or any statute, rule, regulation or
8 chapter of any public agency having jurisdiction over said discharge.
9

10 25. Any material, pollutants or wastewater in excess of the quantities and limitations
11 established by resolution.
12

13 26. Any radiator fluid or coolant, cutting oil, water soluble cutting oil, or water
14 based solvent.
15

16 **202.0 DILUTION PROHIBITED AS A SUBSTITUTE FOR TREATMENT.** No industrial
17 User shall increase the use of water, or in any other manner, attempt to dilute a wastewater
18 discharge as a partial or complete substitute for adequate treatment to achieve compliance with
19 this Ordinance and the User's wastewater discharge permit, or to establish an artificially high
20 flow rate for permitted mass emission rates or permitted flow amounts.
21

22 **203.0 LIMITATIONS ON SURFACE RUNOFF AND GROUNDWATER.**
23

24 A. Groundwater, surface runoff water, or subsurface drainage shall not be discharged into
25 the SARI System or tributaries thereto, except as provided herein. The General Manager may
26 approve the discharge of such water only as a part of a water quality improvement program
27 approved by the General Manager and when no alternative method of disposal is reasonably
28 available or to mitigate an environmental risk or health hazard.
29

30 B. Special Purpose Discharges (i.e. groundwater, surface runoff water, or subsurface
31 drainage) approved by the General Manager for discharge to the SARI System or tributaries
32 thereto shall require a Class III Wastewater Discharge Permit.
33

34 **204.0 LIMITATIONS ON UNPOLLUTED WATER**
35

36 A. Unpolluted water such as single pass cooling water shall not be discharged to the
37 SARI System or tributaries thereto, except as provide herein. The General Manager may
38 approve the discharge of such water only as a part of a water quality improvement program
39 approved by the General Manager and when no reasonable alternative method of disposal or
40 reuse is available, or to mitigate an environmental risk or health hazard.
41

42 B. Unpolluted water approved for discharge to the SARI System or tributaries thereto
43 shall require a Class III Wastewater Discharge Permit from SAWPA.
44
45

1 **205.0 LIMITATIONS ON DOMESTIC WASTEWATER AND SEPTAGE WASTE**

2
3 A. Domestic wastewater or septage waste from a private sewage disposal system shall not
4 be discharged to the SARI System or tributaries thereto, except in specific cases authorized by
5 the General Manager. The General Manager may approve the discharge on a temporary basis
6 when no reasonable alternative method is available.

7
8 B. All approved temporary domestic wastewater or septage waste discharges to the SARI
9 System or tributaries thereto shall require a Class V Wastewater Discharge Permit from
10 SAWPA. The User granted the permit shall be responsible for all applicable charges and fees
11 and shall abide by all permit conditions.

12
13 **206.0 LIMITATIONS ON POINT OF DISCHARGE.** No person or User, shall discharge
14 any wastewater directly into a manhole or other opening in the SARI System or tributaries
15 thereto other than through an approved building sewer connection, unless written permission for
16 the discharge has been granted by the General Manager. This prohibition shall not apply to
17 authorized SAWPA personnel, contract employees, or member agency employees involved with
18 the maintenance, cleaning, repair, or inspection of the SARI System or tributaries thereto.

19
20 **207.0 LIMITATIONS ON THE USE OF GRINDERS.** Waste from industrial or commercial
21 grinders shall not be discharged to the SARI System or tributaries thereto, except waste
22 generated in packing or preparing food or food products. Such grinders shall shred the waste to
23 a dimension not to exceed one-half (1/2) inch in any dimension and all particles generated will
24 be freely carried under normal flow conditions prevailing in the SARI System or tributaries
25 thereto.

26
27 **208.0 LIMITATIONS ON BIOLOGICAL OXYGEN DEMAND (BOD).** All wastewater
28 discharged to the SARI System or tributaries thereto shall have a daily maximum and a monthly
29 average limit for BOD. All BOD discharges in excess of the established limitations shall be
30 subject to a surcharge fee and/or a noncompliance fee. These limitations, surcharge fees and
31 noncompliance fees shall be established by resolution by SAWPA's Commission.

32
33 **209.0 LIMITATIONS ON INFECTIOUS WASTE DISPOSAL**

34
35 A. Those Users that generate liquid infectious waste not associated with those found in
36 domestic wastewater must obtain written permission from the General Manager prior to disposal
37 of the liquid infectious waste to the SARI System or tributaries thereto. The User must submit a
38 written request to the General Manager that shall include:

- 39
40 1. The source and volume of the infectious waste;
- 41
42 2. The procedures and equipment used for waste disinfection; and
- 43
44 3. Employee training procedures.

45
46 B. If the General Manager determines that the waste would not be completely disinfected,

1 the General Manager shall issue a written denial to the User and state the reasons for the denial.
2 This denial shall be issued within thirty (30) days from receipt of the written request.
3

4 C. If the General Manager determines that complete disinfection of the waste can be
5 achieved prior to discharge of the waste to the collection system, then conditional written
6 approval may be granted by the General Manager for the disposal of the waste. Such written
7 letter of approval shall be sent to the User within thirty (30) days of receipt of the written
8 request.
9

10 D. If the User is granted permission for disposal, the User shall:

11
12 1. Completely disinfect the liquid waste prior to discharge to the SARI System or
13 tributaries thereto as outlined in the approval letter;
14

15 2. Not dispose of solid infectious waste to the SARI System or tributaries thereto,
16 including hypodermic needles, syringes, instruments, utensils or other paper and plastic
17 items of a disposable nature, or recognizable portions of the human or animal anatomy;
18 and
19

20 3. Permit the General Manager to conduct periodic inspections to verify that all
21 disinfection methods, procedures, and practices are being performed.
22

23 **210.0 LIMITATIONS ON DISPOSAL OF WASTE SOLUTIONS AND SLUDGES.** All
24 waste solutions, sludges, and materials in violation of the User's Wastewater Discharge Permit
25 limitations for discharge to the SARI System or tributaries thereto, shall be disposed of in a
26 legally approved manner at a legally approved disposal site specific for the waste being
27 disposed. All disposed waste shall be properly manifested as to its origin, type, amount and
28 disposal site in compliance with all applicable laws and regulations.
29

30 **211.0 SLUG DISCHARGES.**

31 A. If the General Manager determines that a User has caused a slug into the SARI System
32 or tributaries thereto in quantities or concentrations and in a manner or method not previously
33 approved by the General Manager, then the User shall be liable for any non-compliance
34 monetary fee, fine or penalty as established by resolution by SAWPA's Commission. If the
35 User's slug discharge has resulted in damage to the SARI System or tributaries thereto or caused
36 interference or pass through at OCSD's POTW, then the User shall be liable for all associated
37 costs including, administrative costs and overhead, treatment, repairs, regulatory fines, penalties,
38 legal expenses, damages, and attorney's fees.
39

40 B. Upon finding that a User has caused a slug discharge into the SARI System or
41 tributaries thereto, then the User shall submit a written report to the General Manager how the
42 slug discharge occurred and how it will be prevented in the future. This report shall be due
43 within ten (10) calendar days of notification to the User by the General Manager.
44

45 C. Repeated slug discharges by the User shall be grounds for permit revocation and
46 cessation of all wastewater discharges to the SARI System or tributaries thereto.

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ARTICLE 3

**WASTEWATER DISCHARGE CONTRACTS
USER CHARGES AND FEES**

301.0 INTRODUCTION. To obtain the maximum benefit from the use of the SARI System or tributaries thereto, written authorizations from SAWPA to use the SARI System or tributaries thereto are required. These written authorizations shall be in the form of a Wastewater Discharge Contract and a Wastewater Discharge Permit.

302.0 WASTEWATER DISCHARGE CONTRACT BETWEEN SAWPA AND A MEMBER AGENCY. A Wastewater Discharge Contract, also known as a treatment and disposal agreement, is a required written document between SAWPA and a Member Agency wherein the Member Agency purchases from SAWPA a right to discharge a specified amount of approved wastewater into the SARI System or tributaries thereto. The amount of this right shall be expressed in "capacity units" or million gallons per day (MGD). The minimum capacity unit shall be 0.010 MGD. The Wastewater Discharge Contract shall include but not be limited to:

- A. The amount of the discharge right to be purchased;
- B. The purchase price of the discharge right as established by SAWPA's Commission;
- C. A description of operation and maintenance costs, purchase price paid for the discharge right and other costs to be paid to SAWPA;
- D. A provision that the Wastewater Discharge Contract shall conform with all provisions of SAWPA ordinances and resolutions regulating the availability and use of the SARI System or tributaries thereto.

303.0 WASTEWATER DISCHARGE CONTRACTS BETWEEN A MEMBER AGENCY AND A USER OF THE SARI SYSTEM OR TRIBUTARIES THERETO.

A. Any potential User of the SARI System or tributaries thereto, including Special Purpose Discharge Users, must first apply to the Member Agency with jurisdiction for a Wastewater Discharge Contract. After review and acceptance of the potential User's application, the Member Agency shall enter into a Wastewater Discharge Contract with the potential User. The Wastewater Discharge Contract shall be in accordance with Section 302.0 of this Ordinance. The potential User shall pay to the Member Agency all costs associated with Wastewater Discharge Contract. A Wastewater Discharge Contract must be obtained from a Member Agency prior to making application for a Wastewater Discharge Permit.

B. All wastewater to be discharged pursuant to the Wastewater Discharge Contract between a Member Agency and a potential User shall be contingent upon the issuance by SAWPA to the potential User of a Wastewater Discharge Permit, Class I-V, pursuant to Article 4 of this Ordinance. The potential User shall apply to SAWPA for the Wastewater Discharge Permit and shall be required to furnish all requested data in the Wastewater Discharge Permit

1 Application.

2
3 C. If any User's Wastewater Discharge Permit is revoked, then the Wastewater Discharge
4 Contract shall be voided and the User shall forfeit all fees paid for the Wastewater Discharge
5 Permit and the Wastewater Discharge Contract.

6
7 **304.0 USER CHARGES AND FEES.**

8
9 A. Users shall pay to SAWPA the following categories of costs in conformance with the
10 Wastewater Discharge Contracts and the applicable resolutions adopted by SAWPA's
11 Commission:

12
13 1. Operation and Maintenance Costs or User Charges. These charges shall include
14 disposal costs for a direct connection to the SARI System plus all applicable charges and
15 fees as established by resolution by SAWPA's Commission;

16
17 2. Liquid Waste Hauler User Charges. These charges shall be uniform to cover all
18 costs of SAWPA and its Member Agencies for providing disposal station service to
19 liquid waste haulers using the SARI System or tributaries thereto for wastewater disposal.
20 These charges shall be established by resolution by SAWPA's Commission;

21
22 3. Wastewater Discharge Permit Fees and Non-Compliance Charges. All
23 wastewater discharge permit application, wastewater discharge permit, and non-
24 compliance charges shall be paid directly by the User to SAWPA upon invoice. These
25 fees and charges shall be established by resolution by SAWPA's Commission.

26
27 4. Special Purpose Discharge Permit Charge. This charge shall cover all
28 SAWPA's costs for providing sewerage service and monitoring for Users requiring a
29 Class III Wastewater Discharge Permit. These costs shall be established by the General
30 Manager. A deposit determined by the General Manager sufficient to pay these estimated
31 charges shall accompany the Class III Wastewater Discharge Permit Application.

32
33 B. A charge for SARI System or tributaries thereto use may be imposed by a Member
34 Agency to Class III Wastewater Discharge Permit Users. All such charges shall be paid by the
35 User directly to the Member Agency in accordance with Section 303.0 of this Ordinance.

36
37 C. SAWPA shall be entitled to recover costs from Users for the implementation of
38 SAWPA's pretreatment program. These costs relate to matters covered by this Ordinance and
39 are separate from all other fees chargeable by SAWPA. SAWPA may adopt a resolution(s) to
40 recover such costs for:

41
42 1. Developing, implementing, and operating SAWPA's pretreatment program and
43 this Ordinance.

44
45 2. Monitoring, inspection, surveillance procedures and laboratory costs.
46

- 1 3. Reviewing plans and construction inspections.
- 2
- 3 4. Wastewater discharge permit application review.
- 4
- 5 5. Wastewater discharge permit issuance.
- 6
- 7 6. Noncompliance and enforcement.
- 8
- 9 7. Class I-V Wastewater Discharge permits.

10
11 D. Member Agencies may directly charge User's for costs related to Collection System
12 maintenance of the Member Agency's Collection System due to the affects of the User's
13 wastewater discharge on the Member Agency's Collection System.

14
15
16 **ARTICLE 4**
17 **WASTEWATER DISCHARGE PERMITS**

18
19 **401.0 INTRODUCTION.** Written authorization from SAWPA is required for all Users of the
20 SARI System and tributaries thereto to insure the maximum public benefit. The written
21 authorization shall be in the form of a Wastewater Discharge Permit.

22
23 **402.0 WASTEWATER DISCHARGE PERMITS.**

24
25 A. All Class I -V Users shall obtain a Wastewater Discharge Permit prior to the
26 connection or discharge to the SARI System or tributaries thereto. No vested right shall be
27 given, granted or acquired by the issuance of permits provided for in this Ordinance.

28
29 B. Plans submitted for a sewer connection to the SARI System or tributaries thereto shall
30 not be approved by the General Manager for any sewer connection which will convey industrial
31 wastewater to the SARI System or tributaries thereto unless the User has first obtained a
32 wastewater discharge permit.

33
34 C. The General Manager shall deny or condition new or increased discharges of
35 pollutants, or changes in the nature of pollutants, to the SARI System or tributaries thereto by
36 Users where such discharges do not meet applicable pretreatment standards and requirements or
37 where such discharges would cause OSCD's POTW to violate its NPDES permit.

38
39 D. Users required to obtain a wastewater discharge permit shall complete and file with the
40 General Manager a wastewater discharge permit application form provided by the General
41 Manager and shall pay all applicable fees within thirty (30) days of invoicing by SAWPA. The
42 application form may require:

- 43 1. Name, address, assessor's parcel number and location (if different from the site
44 address) for the company.
- 45
- 46

- 1 2. Name and address of the authorized representative(s).
- 2
- 3 3. Name, address, telephone number, and description of the industries or clients
- 4 using liquid waste hauler services which discharge to the SARI System or tributaries
- 5 thereto.
- 6
- 7 4. NAICS number according to the Federal North American Industry Classification
- 8 System, Office of Management and Budget, 1997, as amended.
- 9
- 10 5. E.P.A. hazardous waste generator's number.
- 11
- 12 6. Wastewater samples analyzed for specified pollutants. The samples shall be
- 13 analyzed by a State certified laboratory in accordance with the methods published by the
- 14 E.P.A. in 40 CFR Part 136.
- 15
- 16 7. Time and duration of the wastewater discharges.
- 17
- 18 8. Average and maximum daily wastewater flow rates, including any seasonal
- 19 variation of all wastestreams discharged.
- 20
- 21 9. A list of all environmental control permits held.
- 22
- 23 10. A statement from the property owner or landlord, if different from the
- 24 industrial User, agreeing to the industrial User's activities, manufacturing processes, and
- 25 chemical and material storage.
- 26
- 27 11. Site plans, floor plans, mechanical and plumbing plans with details to show all
- 28 sewers, sewer connections, pretreatment equipment, systems and devices, production
- 29 areas and all areas of wastewater generation.
- 30
- 31 12. A description of operations which shall include the nature, average rate of
- 32 production, and NAICS classification of the operation(s) carried out by the Industrial
- 33 User. This description shall include a schematic process diagram that indicates points of
- 34 discharge to the SARI System or tributaries thereto.
- 35
- 36 13. Flow measurement. The User shall submit information showing the measured
- 37 average daily and maximum daily flow in gallons per day to SAWPA from federally
- 38 regulated process wastestreams and other wastestreams as necessary to allow use of the
- 39 Combined Wastestream Formula.
- 40
- 41 14. Measurement of pollutants. The User shall identify the National Pretreatment
- 42 Standard applicable to each regulated process. The User shall submit the results of
- 43 sample analyses identifying the nature and concentration (or mass where required) of
- 44 regulated pollutants in the discharge from each regulated process. Both daily maximum
- 45 and average concentration (or mass) shall be reported. All analyses shall be performed in
- 46 accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto.

1 15. Certification statement, as set forth in 40 CFR Part 403.6(a)(2)(ii), executed by
2 an authorized representative of the User and prepared by a qualified professional,
3 indicating whether or not pretreatment standards (national categorical and local) are being
4 met on a consistent basis. If not, the industrial User shall state if additional operation and
5 maintenance or additional pretreatment equipment is necessary to achieve compliance
6 with pretreatment standards and requirements.

7
8 16. All data submitted, including monitoring data, shall be certified accurate by an
9 authorized representative of the industrial User as set forth in 40 CFR Part 403.6(a)(2)(ii).

10
11 17. Facility Waste Management Plan as defined in Section 521.0 of this Ordinance.

12
13 18. Where a federal categorical process has been identified, the User shall submit a
14 Baseline Monitoring Report with all the elements required by 40 CFR 403.12 (b) no later
15 than ninety (90) days before discharge commences.

16
17 19. Any other information as may be necessary for the General Manager to evaluate
18 the permit application.

19
20 E. Within ninety (90) days of receiving the completed wastewater discharge permit
21 application, the General Manager shall evaluate the data furnished by the applicant in the
22 permit application. After evaluation of the data furnished, the General Manager may issue a
23 wastewater discharge permit subject to the terms and conditions provided in this Ordinance or
24 deny a wastewater discharge permit. If the General Manager determines that sufficient
25 information has been provided by the applicant in the wastewater discharge permit application,
26 the General Manager shall issue a wastewater discharge permit to the applicant ninety (90) days
27 of receipt of the wastewater discharge permit application, if the General Manager finds that all
28 of the following conditions are met:

29
30 1. The proposed discharge of the applicant is in compliance with the prohibitions
31 and limitations of this Ordinance and related SAWPA resolutions;

32
33 2. The proposed operation and discharge of the applicant would not interfere with
34 the normal and efficient operation of the SARI System or tributaries thereto and OCSD's
35 POTW;

36
37 3. The proposed discharge, operation or business activity of the applicant shall not
38 result in a violation of OCSD's NPDES permit or cause a pass through of any toxic
39 materials to the environment or OCSD's POTW sludge; and

40
41 4. The applicant has been invoiced for all applicable wastewater discharge permit
42 fees by SAWPA.

43
44 F. The General Manager may suspend the permit application process if the User's
45 business will not be operational and no wastewater is planned for discharge at the conclusion
46 of the application review process. The User must notify the General Manager at least ninety

1 (90) calendar days prior to the commencement of the business activities and wastewater
2 discharge.

3
4 G. If the General Manager determines that the proposed discharge(s) will not be
5 acceptable, then the General Manager shall disapprove the application and shall notify the
6 applicant in writing, specifying the reason(s) for denial.

7
8 H. Approved Wastewater Discharge Permits shall be subject to all provisions of this
9 Ordinance and all other applicable regulations, charges and fees established by resolution by
10 SAWPA's Commission. Permits may contain the following:

11
12 1. The unit charge or schedule of User charges and fees for the wastewater
13 discharged to the SARI System and tributaries thereto as established by ordinance or
14 resolution;

15
16 2. Schedule of penalty fees for noncompliance as established by resolution;

17
18 3. Limitations on the average monthly and maximum daily wastewater pollutants
19 and mass emission rates for pollutants;

20
21 4. Limitations on the average monthly and maximum daily wastewater flow rates;

22
23 5. Requirements for the submittal of a Facility Waste Management Plan;

24
25 6. Requirements for the submittal of daily, monthly, annual and long term
26 production rates;

27
28 7. Requirements for reporting changes and/or modifications to equipment and/or
29 processes that affect the quantity or quality of the wastewater discharged;

30
31 8. Requirements for installation and maintenance of monitoring and sampling
32 equipment and devices;

33
34 9. Requirements for the installation of pretreatment technology, pollution control,
35 or construction of appropriate spill containment devices;

36
37 10. Specifications for monitoring programs which may include: sampling
38 location(s); frequency of sampling; pollutant violation notification and resampling
39 requirements; number, types and standards for tests; reporting schedules; and self-
40 monitoring standard operating procedures (SOPs);

41
42 11. Requirements for reporting flow exceedances and pollutant violations;

43
44 12. Consent to entry onto the User's premises to assess compliance by inspection,
45 records examination, sampling, and monitoring;

1 13. If compliance with pretreatment standards cannot be met on a consistent basis,
2 then a schedule of compliance shall be required. This schedule shall provide the shortest
3 possible time for the User to provide additional pretreatment and/or operations and
4 maintenance to achieve compliance. The compliance schedule shall contain increments
5 of progress (called milestones) in the form of dates, not to exceed nine months, for the
6 commencement and completion of major events leading to the construction and operation
7 of additional pretreatment required for the User to achieve compliance with applicable
8 categorical pretreatment standards;

9
10 14. Compliance Schedule Progress Reports, if required, shall be submitted every
11 thirty days during the time the compliance schedule is in force, including a final
12 compliance report at the conclusion of the compliance schedule. The User shall state
13 whether or not compliance was achieved for the increment of progress to be met on such
14 a date. If progress cannot be achieved, the User shall state the reasons for the delay and
15 the steps to be taken to return to the dates originally established in the compliance
16 schedule;

17
18 15. Requirements for submission of technical or discharge reports, Baseline
19 Monitoring Reports (BMR), compliance reports, or reports on continued compliance;

20
21 16. Reports on compliance with Categorical Pretreatment Standard Deadlines. All
22 categorical industrial Users shall submit reports to the General Manager containing the
23 information described in this Section. For existing categorical industrial Users, the report
24 shall be submitted within ninety (90) days following the date for final compliance with
25 applicable categorical pretreatment standards. For new categorical industrial Users, the
26 report shall be due thirty (30) days following the commencement of wastewater discharge
27 into the SARI System or tributaries thereto. These reports shall contain long term
28 production rates and actual production during the wastewater sampling periods;

29
30 17. Fact sheets containing information describing the products produced by the
31 User; Federal Categorical designation (if applicable); what means are used to produce the
32 products; the waste generated by producing the product; plot plans and diagrams of the
33 facility and wastewater pretreatment facilities; process flow diagrams of production,
34 wastewater flow, and wastewater pretreatment facilities; and waste disposal methods;

35
36 18. All significant and categorical industrial Users shall submit progress reports on
37 compliance every six months. These reports shall include effluent sample analyses with
38 the name and concentration or mass of the pollutants in the wastewater discharge permit;
39 average and maximum daily wastewater flows for all regulated processes and total flow
40 for the reporting period; average and maximum daily production rates; and total
41 production rate for the reporting period;

42
43 19. All required reports: BMRs, compliance reports, periodic reports on continued
44 compliance, and sample data submittals, must be signed by an authorized representative
45 of the User;

46

1 20. All reports required by subparagraph 19 of this Subsection must have an
2 accompanying certification statement by a qualified professional stating whether the
3 pretreatment standards are or are not being met as set forth in 40 CFR Section
4 403.12(b)(6) and amendments thereto;

5
6 21. Requirements for maintaining and retaining all records relating to the
7 wastewater monitoring, sample analyses, production, waste disposal, recycling, and waste
8 minimization as specified by the General Manager;

9
10 22. Requirements for notification of slug or accidental discharges and significant
11 changes in volume or characteristics of the pollutants discharged;

12
13 23. Statement that User/Permittee is liable for all penalties, fines, damages, legal
14 expenses, attorney's fees, administrative and overhead costs for violation of any
15 applicable pretreatment ordinances, standards and requirements and this Ordinance and
16 amendments thereto; and

17
18 24. Other conditions as deemed appropriate by the General Manager, to ensure
19 compliance with this Ordinance.

20
21 **403.0 PERMIT DURATION.** Wastewater Discharge Permits shall be issued for a specified
22 time period, not to exceed three years.

23
24 **404.0 DUTY TO COMPLY.** All Users that have been issued a wastewater discharge permit,
25 have a duty to comply with this Ordinance, related resolutions, and all conditions and limitations
26 in the permit. Failure to comply with the requirements contained in this Ordinance, related
27 resolutions and/or the permit may be grounds for administrative actions, or enforcement
28 proceedings including, injunctive relief, civil or criminal penalties, and summary abatements
29 pursuant to Article 6 of this Ordinance. Mandatory minimum penalties shall also be assessed
30 where appropriate.

31
32 **405.0 PERMIT RENEWAL.** All Users subject to wastewater discharge permitting by SAWPA
33 shall submit a completed wastewater discharge permit application for permit renewal at least
34 ninety (90) days prior to the expiration of the User's existing permit. All Users shall pay all
35 applicable permit fees prior to the renewal of the wastewater discharge permit. No wastewater
36 discharge permit shall be renewed if the User has not paid all applicable fees within 30 days of
37 invoicing by SAWPA, submitted required monitoring information or production reports, or
38 submitted any other required permit information. In the event the General Manager cannot issue
39 the permit prior to the expiration date of the current permit, the completed application will serve
40 as an extension of the expired permit for up to thirty (30) working days or as extended by the
41 General Manager. Users which do not have a valid wastewater discharge permit shall be
42 considered in violation of this Ordinance and subject to enforcement action and any applicable
43 surcharge fee, fine, penalties, damages, legal expenses, attorney's fees, administrative and
44 overhead costs.

1 **406.0 PERMIT MODIFICATIONS.** The terms and conditions of the wastewater discharge
2 permit may be subject to modification by the General Manager during the term of the permit as
3 limitations or requirements are modified or added or due to other just causes including, but not
4 limited to:

5
6 A. To incorporate any new or revised federal, state, or local pretreatment standards or
7 requirements;

8
9 B. To address significant alterations or modifications to the User's operation, processes,
10 or wastewater volume or character since the time of the wastewater discharge permit issuance;

11
12 C. A change in the OCSD's POTW that requires either a temporary or permanent
13 reduction or elimination of the permitted discharge. Reasonable time frames for compliance
14 will be used for Users affected by the change(s);

15
16 D. The permitted wastewater discharge poses a threat to the OCSD's POTW, SAWPA
17 personnel, contract employees, the public, or receiving waters;

18
19 E. Violation of any term or condition of the wastewater discharge permit;

20
21 F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater
22 discharge permit application or in any required reporting; or

23
24 G. To correct typographical or other errors in the wastewater discharge permit.

25
26 The User shall be informed of any proposed permit changes at least thirty days prior to the
27 effective date of the changes. Any modifications in the permit shall include a reasonable time
28 schedule for compliance.

29
30 **407.0 PERMIT TRANSFER.** Wastewater discharge permits are issued to a specific User for a
31 specific operation for a specified time. No wastewater discharge permit shall be reassigned,
32 transferred, pledged or sold to a new owner, new User, or different premises.

33
34 **408.0 WASTEWATER DISCHARGE CONTRACT RIGHTS.** Except as otherwise
35 provided in Article 4, Section 409.0, no User shall exceed, on a monthly average basis, its
36 wastewater discharge contract right into the SARI System or tributaries thereto. Whenever a
37 User's monthly average flow exceeds the User's permitted treatment and disposal right, the User
38 shall notify the appropriate Member Agency and SAWPA within five calendar days of
39 discovering the exceedance. If the monthly flow exceedance is an isolated event, then the User
40 shall be liable for costs incurred with the additional wastewater discharge in excess of the
41 purchased discharge right. If the monthly exceedance is a necessary part of the User's business
42 activities, then the User shall, within five calendar days, make application to acquire and pay for
43 sufficient additional treatment and disposal capacity right in the SARI System or tributaries
44 thereto which shall be retroactive to the date of the exceedance. The additional purchased right
45 shall result in a capacity right that exceeds the User's monthly average flow by ten percent. Any
46 User who fails to purchase the additional capacity right when required shall be subject to

1 enforcement actions.
2

3 **409.0 OPERATIONAL EMERGENCY DISCHARGE.** Notwithstanding the provisions of
4 Article 4, Section 408.0, if due to an operational emergency, a User must discharge in excess of
5 its existing treatment and disposal right, then the User may do so for a period not to exceed
6 ninety (90) days without incurring the obligation to acquire an additional treatment and disposal
7 right, provided that the User fully complies with the provisions of this Section, this Ordinance,
8 and pays for such discharge as determined by the General Manager.
9

10 A. As used herein, "Operational Emergency", shall mean an equipment breakdown or
11 other malfunction which necessitates the user's release in excess of its existing treatment and
12 disposal right.
13

14 B. Prior to or by the next business day following the commencement of the emergency
15 discharge the User shall provide written notice to SAWPA identifying:
16

- 17 1. The nature of the emergency requiring the excess discharge;
- 18 2. The anticipated duration of the excess discharge; and
- 19 3. The name of the User's employee whom SAWPA may contact for further
20 information.
21
22
23

24 C. SAWPA may impose on the discharger such requirements as are appropriate and
25 necessary to protect SAWPA's facilities and interest, including the SARI System and tributaries
26 thereto.
27

28 D. User shall pay to SAWPA a surcharge on the flow exceeding the User's existing
29 treatment and disposal right, in addition to the payment of the volumetric charges for the entire
30 daily flow. The surcharge shall be applied to the excess flow and be calculated at 100% of the
31 current volumetric charge.
32

33 E. If, upon expiration of the ninety (90) day period, the User's monthly average flow
34 continues to exceed the User's existing treatment and disposal right, then the User shall
35 immediately acquire additional increments of treatment and disposal right pursuant to Article 4,
36 Section 408.0 of this Ordinance.
37

38 F. A User causing or making an Operational Emergency Discharge shall be liable for any
39 surcharges, fees, fines, penalties, damages, legal expenses, attorney's fees, administrative and
40 overhead costs, and other direct or indirect costs incurred by SAWPA as a result of such
41 discharge.
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1
2 **ARTICLE 5**
3 **MONITORING, REPORTING, INSPECTION AND FACILITIES REQUIREMENTS**

4 **501.0 MONITORING AND REPORTING**

5
6 A. At the direction and discretion of the General Manager, any User discharging
7 wastewater directly or indirectly into the SARI System or tributaries thereto, may be required to
8 install sampling station(s) or measuring device(s) to measure the quality and quantity of
9 wastewater discharged. These measuring devices may include but are not limited to: flow
10 meters and recorders, pH meters and recorders, and electrical conductivity meters and recorders,
11 and process water meters. These monitoring stations may be required to include a security
12 closure that can be locked with a SAWPA provided hasp lock during a sampling or monitoring
13 event.

14
15 B. The sampling station and/or measuring device shall be provided by the User in
16 compliance with this Ordinance and all applicable building, plumbing, and construction codes.
17 Monitoring or metering facilities may be required to have a security closure that can be locked
18 with a SAWPA lock during sampling and monitoring. Construction shall be completed within a
19 reasonable time frame as required in written notification from the General Manager.

20
21 C. The General Manager shall have the absolute right to install temporarily upon the
22 User's property such devices as are necessary to conduct wastewater sampling, compliance
23 monitoring or metering operations.

24
25
26 D. No User shall interfere with, delay, resist, or refuse entrance to authorized SAWPA
27 personnel or contract employees attempting to install wastewater monitoring equipment on the
28 User's property. Any permanent or temporary obstruction of easy access to the sampling,
29 monitoring, or metering locations shall be immediately removed by the User or property owner
30 at the written or oral request of the General Manager and shall not be replaced.

31
32 E. The sampling station or measuring devices shall be maintained for continuous sampling
33 or metering. The measuring devices shall be calibrated as often as necessary to ensure accurate
34 measurements according to manufacturer's specifications. All maintenance and calibration work
35 shall be performed at the User's expense.

36
37 F. All Users that are required to install and maintain monitoring equipment shall
38 immediately report the failure of such equipment. The immediate notification may be
39 accomplished by a telephone call, telefax transmission, personal visit to SAWPA, or a hand
40 delivered notification to SAWPA. A written report documenting the cause of the failure and the
41 corrective actions taken shall be submitted to the General Manager within five (5) days of
42 discovering the failure.

43
44 G. All Users that are required to self-monitor shall have all samples collected and
45 analyzed and reported according to 40 CFR 403.12(b)(5)-(h) and amendments thereto.
46

1 H. All Users that are required to self-monitor shall submit all records of sampling that
2 include the following information and documents:

- 3
4 1. The date, exact place, method, and time of sampling and the names of the person
5 or persons taking the samples;
6
7 2. The dates the analyses were performed;
8
9 3. Who performed the analyses;
10
11 4. The analytical techniques/methods used;
12
13 5. The results of such analyses; and
14
15 6. A copy of the laboratory sample analysis sheet.

16
17 I. All permitted Users that take more than one grab sample in a 24-hour period to
18 demonstrate compliance with oil and grease shall comply with the following conditions:
19

- 20 1. No single oil and grease grab sample shall exceed the User's permitted
21 instantaneous maximum limit for oil and grease at any time.
22
23 2. The average result from all individual oil and grease grab samples taken in a
24 twenty-four hour period shall not exceed the User's permitted limit for oil and grease.
25

26 J. All Users that are required to self-monitor shall report pollutant violations in any
27 required wastewater sample to the General Manager within 24 hours of becoming aware of the
28 violation. The reporting may be accomplished by a telephone call, telefax transmission, or a
29 personal visit to SAWPA. The violation reporting shall contain the date and time of the
30 wastewater sample, the discharge flow for the sample, a possible explanation for the
31 violation(s), and the date scheduled for the required resample. Failure to report pollutant
32 violations as stated shall constitute a violation of this Ordinance and may subject the User to
33 enforcement actions.
34

35 K. Any sample taken from a sample box, designated sampling station or other
36 representative sampling location shall be considered representative of the wastewater discharged
37 to the SARI System or tributaries thereto.
38

39 L. All Users that are required to have flow measurement are required to take daily 24 hour
40 readings of their wastewater effluent flow. The User shall report exceedances of their monthly
41 average permitted flow within 24 hours of discovering the violation. The reporting may be
42 accomplished by a telephone call, telefax transmission, or a personal visit to SAWPA, or a hand
43 delivered notification to SAWPA. The flow exceedance report shall have the total flow, the
44 reason for the flow exceedance, and the name of the person reporting the flow exceedance. This
45 report shall also be in compliance with Article 4 of this Ordinance. Failure to report flow
46 exceedances as stated shall constitute a violation of this Ordinance and may subject the User to

1 enforcement actions.

2
3 M. All Users that have pollutant violations are required to resample their wastewater
4 discharge for the pollutant in violation. This resampling is required and is separate and
5 independent of any wastewater sampling performed by SAWPA. All resamples shall be
6 obtained and analyzed according to 40 CFR 403.12(b)(5) – (h). All laboratory analyses shall be
7 performed by a laboratory certified by the State of California, Department of Health Services, as
8 being competent to perform the pollutant analyses requested. The laboratory results from this
9 resample and all required forms shall be submitted to the General Manager no later than thirty
10 days after the User discovers or becomes aware of the violation. Failure to submit the
11 laboratory results within the 30-day requirement will result in Significant Noncompliance (SNC)
12 for the User and the issuance of a Notice of Violation to the User.

13
14 N. All Users, whose wastewater discharge is monitored by SAWPA, shall be responsible
15 for all resampling requirements contained in part (M) of this Section when a pollutant violation
16 is detected. SAWPA shall notify the User of the resampling requirements by a telephone call,
17 telefax transmission, or personal visit within twenty-four hours of confirming a pollutant or flow
18 violation.

19
20 O. All Users that desire to conduct their own wastewater sampling in lieu of a certified
21 contract laboratory shall submit a written plan describing the equipment used, equipment
22 cleaning methodology, employee training, sample preservation methods, and chain of custody
23 procedures. The User's wastewater sampling plan shall be approved by the General Manager
24 prior to the implementation of the plan. Any sample taken by a User without an approved plan
25 or from an unapproved laboratory shall not be valid and may subject the User to enforcement
26 actions.

27
28 P. All Users monitoring their wastewater discharge for pollutants and characteristics
29 required for determining SAWPA use charges shall submit the sample results in the form of
30 self-monitoring reports as required in their Wastewater Discharge Permit. The frequency of
31 sampling, analysis, and reporting shall be set forth in the User's Wastewater Discharge Permit.
32 The analyses of the sample pollutants and characteristics shall be at the sole expense of the User.
33 Only sample analyses approved or performed by SAWPA shall be used in the determination of
34 the SAWPA use charge.

35
36 **502.0 INSPECTION.**

37
38 A. The General Manager shall inspect the facilities of any User using the SARI System or
39 tributaries thereto to ascertain whether all requirements of this Ordinance are being met.
40 Persons on the premises shall allow the General Manager ready access at all reasonable times to
41 all parts of the premises for the purpose of inspection, sampling, and records examination.

42
43 B. The User shall ensure that there is always a person on site, during normal business
44 hours, knowledgeable of the User's processes and activities to accompany the duly authorized
45 SAWPA representative(s) during the inspection.

46

1 C. The User shall provide immediate access when an emergency exists, regardless of the
2 hour of the day.
3

4 D. All pretreatment equipment shall be immediately accessible at all times for the purpose
5 of inspection. At no time shall any material, debris, obstacles or obstructions be placed in such
6 a manner that will prevent immediate access to the pretreatment equipment.
7

8 E. No person shall interfere with, delay, resist or refuse entrance to the General Manager
9 when attempting to inspect any facility involved directly or indirectly with a discharge of
10 wastewater to the SARI System or tributaries thereto.
11

12 F. Where a User has security measures in force which would require proper identification
13 and clearance before entry into the premises, the User shall make all necessary arrangements
14 with the User's security personnel so that, upon presentation of suitable identification, personnel
15 from SAWPA or duly authorized personnel from SAWPA will be permitted to enter, without
16 delay, for the purpose of performing their specific responsibilities.
17

18 G. The User shall make available for copying by the General Manager all records required
19 to be kept under the provisions of this Ordinance.
20

21 **503.0 INSPECTION WARRANTS.** If the General Manager has been refused access to a
22 building, structure, or property, or any part thereof with a wastewater discharge to the SARI
23 System or tributaries thereto, and is able to demonstrate cause to believe that there may be a
24 violation of this Ordinance, or that there is a need to inspect or sample the User's facilities as
25 part of a routine inspection and sampling program of SAWPA designed to verify compliance
26 with this Ordinance or any permit or order issued hereunder, or to protect the overall public
27 health, safety and welfare of the community, then the General Manager may seek issuance of an
28 inspection warrant duly issued pursuant to the procedure set forth in Title 13 (commencing with
29 Section 1822.50) of Part 3 of the Code of Civil Procedure. However, in the event of an
30 emergency affecting the public health or safety, an inspection may be performed without consent
31 or the issuance of a warrant.
32

33 **504.0 RECORD KEEPING.** All Users shall keep records of waste hauling, reclamations,
34 wastewater pretreatment, monitoring device recording charts and calibration reports, effluent
35 flow, and sample analysis data, on the site of the wastewater generation. All these records are
36 subject to inspection and shall be copied as needed. All records must be kept on the site of
37 wastewater generation for a minimum period of three years. The records retention period may
38 be extended beyond three years in the event criminal or civil action is taken or an extensive
39 company history is required.
40

41 **505.0 FLOW MEASUREMENT.** Any industrial User who discharges 25,000 gallons per day
42 or more of industrial wastewater, or as required by the General Manager, shall install a
43 continuous monitoring flow meter capable of measuring all the industrial User's industrial
44 wastewater discharged to the SARI System or tributaries thereto. The User shall maintain an
45 effluent flow log sheet and record the effluent flow on a daily basis. The flow measurement
46 device shall conform to standards issued by the General Manager. The User shall report to the

1 General Manager the type and size of the flow meter. The flow meter shall be equipped with a
2 non-resetting flow totalizer. All flow meters shall be calibrated as often as necessary to ensure
3 accuracy of the actual flow discharged within plus or minus five percent. All flow meter
4 installations shall have posted in a conspicuous place, the flow meter's size, type, totalizer units,
5 and flow multipliers.

6
7 **506. INTERCEPTOR REQUIREMENTS.** All Users required to install a gravity separation
8 interceptor shall comply with the following conditions:

9 A. All interceptor chambers shall be immediately accessible at all times for the purpose of
10 inspection, sampling, cleaning, and maintenance. The User shall provide a separate ring and
11 cover for each separate interceptor chamber and any additional covers to insure adequate
12 cleaning capabilities. All rings shall be affixed to the interceptor to insure a gas and water tight
13 seal. At no time shall any material, debris, obstacles or other obstructions be placed in such a
14 manner that will prevent immediate access to the interceptor.

15
16 B. Any interceptor legally and properly installed before the effective date of this
17 Ordinance shall be acceptable as an alternative to the interceptor requirements of this
18 Ordinance. The interceptor shall be effective in removing floatable and settleable material and
19 shall be immediately accessible for inspection, sampling, cleaning, and maintenance.

20
21 C. All drains and openings connected to an approved gravity separation interceptor shall
22 be equipped with screens or devices which will exclude from the wastewater discharge all
23 material and particles with a cubic dimension greater than 1/2 of an inch.

24
25 D. All gravity separation interceptors shall be equipped with an influent tee extending no
26 more than six inches below the operating fluid level of the interceptor. The interceptor shall
27 also have tees extending to within 12 inches of the bottom at the exit side of each chamber in
28 the interceptor, including the final chamber. In a case where a manufacturer's engineered
29 interceptor design is contrary to this requirement, the General Manager shall review the design
30 and either approve or deny an exemption to this requirement.

31
32 E. All interceptors shall be equipped with a sample box or sample wye as determined the
33 General Manager.

34
35 F. No User shall install or use any elbows or tees in any interceptor sample box.

36
37 G. If the General Manager finds that an interceptor is incapable of adequately retaining
38 floatable and settleable material in the wastewater flow, is structurally inadequate, or is
39 undersized for the facility, then the General Manager shall reject such interceptor and declare
40 that the interceptor does not meet the requirements of this Section. The User shall thereupon be
41 required to install, at the User's expense, an interceptor that is acceptable to the General
42 Manager.

43
44 **507.0 STANDARD INTERCEPTOR DESIGNS.** The General Manager shall maintain a file,
45 available to the public, of suitable designs of gravity separation interceptors. This file shall be
46 for informational purposes only and shall not provide or imply any endorsements of any kind.

1 Installation of an interceptor of a design shown in this file, or of any design meeting the size
2 requirements set forth in this Ordinance shall not subject SAWPA to any liability for the
3 adequacy of the interceptor under actual conditions of use. The User and property owner shall
4 not be relieved of the responsibility for keeping floatable and settleable material out of the SARI
5 System or tributaries thereto.

6
7 **508.0 INTERCEPTOR MAINTENANCE.**
8

9 A. Any person who owns or operates a gravity separation interceptor shall properly
10 maintain the interceptor at all times. The interceptor shall be cleaned as often as necessary to
11 ensure that sediment and floating materials do not accumulate to impair the efficiency of the
12 interceptor and odors do not accumulate which would cause a public nuisance. An interceptor is
13 not considered to be properly maintained, if for any reason the interceptor is not in good
14 working condition or if the operational fluid capacity has been reduced by more than 25% by the
15 accumulation of floating material, sediment, oils or greases.

16
17 B. The use of chemicals or other materials for the emulsification, suspension, or
18 dissolution of oil and grease is prohibited.

19
20 C. No User shall use any microbiological product in a grease interceptor that was not
21 specifically designed to use such microbiological agents to metabolize fats, oils, and greases.

22
23 D. When an interceptor is cleaned, the removed sediment, liquid and floating material
24 shall be legally disposed of other than to the SARI System or tributaries thereto and shall not be
25 reintroduced into the interceptor or discharged into another interceptor at another location not
26 designed and permitted to accept such waste.

27
28 E. If the interceptor is not maintained adequately under the conditions of use, the
29 interceptor may be resized and the User shall install one that is effective in accomplishing the
30 intended purpose.

31
32 F. The owner and lessee, sub-lessee, proprietor, operator or superintendent of any facility,
33 required to install an interceptor, are individually and severally liable for any failure of properly
34 maintaining such interceptor.

35
36 **509.0 LIQUID WASTE HAULERS.** All liquid waste haulers shall comply with all permitting
37 and disposal procedures as established by this Ordinance and pay all applicable fees established
38 by resolution. All liquid waste haulers shall also abide by the following requirements and
39 conditions:

40
41 A. Designated and authorized disposal site(s) for permitted liquid waste haulers shall be
42 established by SAWPA.

43
44 B. Liquid waste haulers seeking a permit to use SAWPA's designated disposal site(s),
45 shall complete and file with the General Manager a Class IV Wastewater Discharge Permit
46 application provided by SAWPA. This application shall require the following information:

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1. Name, address, and phone number of the liquid waste hauler.

2. Number of vehicles, gallon capacity of each vehicle, license plate of each vehicle, tanker and trailer, ownership, make and model of all vehicles that are operated by the hauler for purposes of hauling liquid wastes.

3. Person to contact regarding the information contained in the application.

4. The name and policy number of the insurance carrier and bonding company, if applicable.

5. The number of the current permit required by the Riverside County Department of Environmental Health, San Bernardino County Department of Environmental Health or any other county requiring a permit for transportation and disposal of liquid wastes.

6. The name(s), address(es), telephone number(s), and descriptions(s) of the industries or clients contracting the liquid waste hauler to transport their wastewater to the SAWPA disposal site.

7. Other information as may be required by the General Manager.

C. All liquid waste haulers shall obtain a Class IV Wastewater Discharge Permit for discharge to the SARI System or tributaries thereto. This permit shall be issued for a period of one to three years. All terms and conditions of the permit may be subject to modification and change by the General Manager at any time during the duration of the permit. Conditions contained in the liquid waste hauler permit may include, but are not limited to, the following:

1. Business name, address, and phone number.

2. Authorized representative and signature.

3. Certification of permit condition acceptance.

4. Restrictions on operating hours for designated dump site.

5. Conditions upon which permit revocation, suspension, or termination can occur.

6. Permit number.

7. Record keeping and reporting requirements.

8. Compliance with applicable rules and regulations of this Ordinance and the Riverside County Health Department, San Bernardino County Health Department, or other county having jurisdiction regarding cleanliness, sanitary conditions, and liquid waste hauler vehicle requirements.

1 9. Requirements to notify the General Manager immediately of any unusual
2 circumstances observed during liquid waste pumping operations.
3

4 10. Other conditions, limitations or prohibitions deemed appropriate by the
5 General Manager.
6

7 D. Permits to use the designated disposal site of SAWPA are subject to all the provisions
8 of this Ordinance, as applicable.
9

10 E. Liquid wastes disposed of at SAWPA's designated disposal site shall be subject to
11 sampling and analysis to determine compliance with all applicable provisions of this Ordinance.
12 The sampling shall be performed or supervised by authorized personnel of SAWPA and shall
13 be taken at any time during the delivery of the load, including prior to the discharge of the load
14 from the liquid waste hauler to SAWPA's designated disposal site. If the wastes are found to be
15 unacceptable, the liquid waste hauler may be liable for all costs associated with the inspection,
16 sampling, and analysis.
17

18 F. If the liquid waste hauler is in the business of hauling both industrial wastes and
19 domestic wastes, the liquid waste hauler shall remove all domestic waste contamination from
20 the interior of the vacuum tank prior to removing any industrial wastes from a site.
21

22 G. If any liquid wastehauler's load is determined to be hazardous pursuant to applicable
23 federal, state, or local regulations, then the liquid waste hauler shall be required to remain at
24 SAWPA's designated disposal site. The liquid waste hauler shall then make arrangements for
25 the legal disposal of the load. If the liquid waste hauler refuses to remain on site, the General
26 Manager shall notify the appropriate law enforcement agency to respond to this violation.
27

28 H. All liquid waste manifest forms shall be completed in full and signed by an authorized
29 person of the General Manager before any load is allowed for discharge into SAWPA's
30 designated disposal site.
31

32 I. Falsification by a liquid waste hauler of any information in any permit application,
33 hauler's report or manifest, or correspondence shall be a violation of this Ordinance and may
34 result in termination, revocation or suspension of the liquid waste hauler permit and all
35 discharge privileges.
36

37 J. All reports and records required to be retained by this Ordinance, shall be retained for a
38 minimum of three years and shall be made available to the General Manager immediately upon
39 request.
40

41 K. All liquid waste haulers shall pay all applicable fees and charges. Failure to pay any
42 applicable fee or charge shall be a violation of this Ordinance and shall be cause for the General
43 Manager to suspend all waste discharge privileges until all applicable fees and charges have
44 been paid.
45

46 L. Contents of septic tanks, seepage pits, cesspools, or any other similar receptacles,
which contain no industrial waste, shall not be disposed of at SAWPA's designated disposal site.

1 M. All liquid waste haulers operating within SAWPA's jurisdiction or tributaries thereto,
2 shall provide documentation as to the origin of the wastes hauled prior to discharging into
3 SAWPA's designated discharge site. The origin of the waste means the physical address from
4 where the wastes were generated and, if different, the physical address from where the wastes
5 were obtained.

6 N. If the waste hauled by a liquid waste hauler is found unacceptable for discharge into
7 SAWPA's designated discharge site, then the liquid waste hauler shall dispose of the wastes at a
8 legal disposal site. The liquid waste hauler shall provide SAWPA with a copy of the
9 wastehauler's manifest documenting the legal disposal of the rejected wastes within fourteen
10 (14) calendar days from the date the waste was rejected. Failure to provide verifiable
11 documentation shall constitute a violation of this Ordinance and may result in termination,
12 revocation or suspension of the liquid waste hauler permit and all discharge privileges.

13
14 O. No liquid waste hauler shall use any temporary, stationary, or mobile liquid storage
15 device in an attempt to mix or dilute any rejected load in order to achieve compliance.

16
17 P. No liquid waste hauler shall dispose of any rejected load into any septic tank, cesspool,
18 seepage pit or similar devices, any grease interceptor or trap, any storm drain, any collection
19 system opening except those authorized in writing by the General Manager, or return the
20 rejected load back to the site of origin.

21
22 Q. Liquid waste haulers are prohibited from discharging domestic waste into the SARI
23 System or tributaries thereto. No liquid waste hauler shall mix industrial waste and domestic
24 septic wastes in an attempt to discharge the mixture to SAWPA's designated dump site.

25
26 R. No liquid waste hauler shall discharge or cause to be discharged any material defined
27 as hazardous by RCRA.

28
29 S. The General Manager may deny the issuance of a liquid waste hauler permit on any of
30 the following conditions:

31
32 1. The applicant knowingly falsified information on the application or any document
33 required by the application;

34
35 2. The applicant's previous liquid waste hauler permit is under suspension or
36 probation or has been otherwise revoked and the condition upon which such action was
37 taken still exists; or

38
39 3. The applicant is not current on all disposal and permit related reports and charges.

40
41 T. In the event a liquid waste hauler permit application is denied, the General Manager
42 shall notify the applicant in writing of such denial and the appeal procedures. Such notification
43 shall state the grounds for such denial and necessary actions that must be taken by the applicant
44 prior to the issuance of a permit.

45
46 U. All liquid waste hauler permits issued to any person may be revoked, suspended or

1 entered into a probationary period upon a finding by the General Manager that any of the
2 following conditions exist:
3

4 1. Such person or representative thereof failed to display the authorization
5 document upon request by an authorized representative or employee of SAWPA;

6 2. Such person or representative thereof has changed, altered or otherwise modified
7 the face of a permit or authorization document without the permission of the General
8 Manager;
9

10 3. Such person or representative thereof has violated any condition of the permit;
11

12 4. Such person or representative thereof has falsified any application, record, report
13 or monitoring results required to be maintained, or has failed to make them immediately
14 available to the General Manager upon request or has withheld required information;
15

16 5. Such person or representative thereof failed to halt immediately the discharge
17 from his or her truck into SAWPA's designated disposal site upon the order of any
18 authorized SAWPA employee;

19 6. Such person or representative thereof discharged or attempted to discharge a
20 hazardous waste or material into SAWPA's designated discharge site;
21

22 7. Such person or representative thereof discharged or attempted to discharge
23 domestic waste into SAWPA's designated discharge site;
24

25 8. Such person or representative thereof has filed documents with falsified or
26 repeatedly incorrect information;
27

28 9. Such person or representative thereof has done physical violence or harm to any
29 SAWPA employee, authorized representative, or contract employee;
30

31 10. Such person or representative thereof has made threatening remarks or
32 threatening acts towards any SAWPA employee, authorized representative, or contract
33 employee.
34

35 V. Any liquid waste hauler permit which has been revoked, suspended or entered into
36 probation pursuant to this Section may be reinstated upon a finding by the General Manager that
37 the condition which resulted in such revocation no longer exists.
38

39 W. Upon determination of a violation of this Ordinance or liquid waste hauler permit
40 violation, the permittee shall be subject to the enforcement actions set forth in Article 6 of this
41 Ordinance, or as is otherwise contained in the liquid waste hauler permit as necessary to protect
42 the SARI System or tributaries thereto, OCSD's POTW, the public, the environment, SAWPA
43 employees, authorized representatives, or contract employees.
44

45 X. Suspension and periods of probation may be imposed by the General Manager for any
46 length of time, up to one year.

1
2 Y. Any authorized SAWPA employee or contract employee shall have the authority to
3 order the immediate cessation of the discharge from any liquid waste hauler truck into the
4 SAWPA designated disposal site. Such order shall be based on the employee's best professional
5 judgment that said discharge may be in violation of any applicable condition of this Ordinance
6 or may otherwise be harmful to the operation of the SARI System or tributaries thereto, OCSD's
7 POTW or its employees.

8
9 Z. Any liquid waste hauler determined to be in violation of this Section may be prohibited
10 from future liquid waste disposal at SAWPA's designated dump site.

11
12 **510.0 USE OF AND DAMAGE TO SAWPA EQUIPMENT OR FACILITIES.**

13
14 A. No person shall enter, break, damage, destroy, uncover, alter, change, modify, deface
15 or tamper with any temporary or permanent structure, equipment, or appurtenance which is part
16 of SAWPA's SARI System without prior written approval by the General Manager.

17
18 B. Any person who discharges or causes the discharge of any wastewater or materials
19 which cause detrimental effects on the SARI System, OCSD's POTW, or any other damages,
20 including the imposition of fines or penalties by state, federal or other regulatory agencies
21 against SAWPA, shall be liable to the SAWPA for all fines, penalties, damages, legal expenses,
22 attorney's fees, administrative and overhead costs. An administrative fee of ninety (90) percent
23 of SAWPA's repairs and personnel costs shall be added to these charges. All charges shall be
24 payable to SAWPA within thirty days of invoicing by SAWPA.

25
26 **511.0 SEPARATION OF DOMESTIC AND INDUSTRIAL WASTE.** Any User who
27 discharges industrial wastewater to SARI System or tributaries thereto shall keep domestic
28 wastewater separate from all industrial wastewater until the industrial wastewater has passed
29 through all required pretreatment equipment or devices, and the User's industrial wastewater
30 sample point(s). For existing Categorical Industrial Users and Significant Industrial Users
31 which cannot separate the domestic wastes from the industrial wastes prior to a permitted
32 sampling point, the Combined Wastestream Formula shall be applied to determine applicable
33 discharge limitations.

34
35 **512.0 LIMITATION ON WASTEWATER STRENGTH.** No person shall discharge
36 industrial wastewater into the SARI System or tributaries thereto unless the wastewater
37 conforms to all of the pollutant limitations and requirements of this Ordinance and related
38 SAWPA resolutions. Pollutant limitations shall be revised and adopted by resolution as
39 necessary to ensure compliance with OCSD's POTW effluent and biosolids reuse. For
40 Categorical Industrial Users, the following options exist:

41
42 A. Where a categorical pretreatment standard is expressed in terms of either the mass or
43 the concentration of a pollutant in wastewater, the General Manager may impose equivalent
44 concentration or mass limits in accordance with 40 CFR 403.6(c).

45
46 B. When wastewater subject to a categorical pretreatment standard is mixed with

1 wastewater not regulated by the same standard, the General Manager shall impose an alternate
2 limit using the Combined Wastestream Formula.
3

4 C. A variance from a categorical pretreatment standard may be issued if the User can
5 prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors
6 relating to its discharge are fundamentally different from the factors considered by the E.P.A.
7 when developing the categorical pretreatment standard.
8

9 **513.0 LOCAL LIMITS.** The General Manager shall implement pollutant limitations
10 developed as Local Limits by OCS D pursuant to 40 CFR 403.5(c) and amendments thereto.
11 These limitations are necessary to assure compliance with the OCS D's NPDES permit,
12 including the prohibition against pass through of any pollutants that cause a violation of the
13 permit or cause interference with the POTW. The pollutant limitations may be allocated among
14 industrial User classes or individual Users as uniform concentration limits, or as the ratio of the
15 total mass per User, or as a selected industry reduction, or by such other method considering
16 factors such as persistence of the pollutant, equity, treatment feasibility, economic feasibility,
17 and economics of scale, pollution prevention and waste minimization measures, anticipated
18 growth and enforcement feasibility. Customer specific allocations at current POTW loadings
19 may be created for public health facilities providing a life saving service or procedure so long as
20 the pollutant discharged will not contribute to pass through, interference or other violation of the
21 OCS D's NPDES permit. These pollutant limitations shall be continually developed as necessary
22 and shall be adopted by resolution. Specific pollutant limits shall not be developed and enforced
23 without individual public notice to affected persons or Users.
24

25 **514.0 PRETREATMENT OF INDUSTRIAL WASTEWATERS.** All Users shall:
26

27 A. Provide wastewater pretreatment, as required, to comply with this Ordinance.
28

29 B. Achieve compliance with all applicable federal categorical pretreatment standards, as
30 contained in 40 CFR Chapter I, Subchapter N, as it exists and as it may be amended, and local
31 limits, whichever is more stringent, within the time limitations as specified by the federal
32 pretreatment regulations.
33

34 C. Pretreat wastewater to a level acceptable to the General Manager and provide, operate,
35 and maintain all necessary equipment, systems, and devices at the User's expense.
36

37 D. Provide detailed plans showing the pretreatment equipment, systems, devices and
38 operating procedures. These plans shall be submitted to the General Manager for review and
39 written approval prior to any construction or installation of any equipment. The review of such
40 plans and operating procedures will in no way relieve the User from the responsibility of
41 pretreating wastewater to produce an effluent acceptable to the General Manager under the
42 provisions of this Ordinance.
43

44 E. Whenever deemed necessary, the General Manager may require Users to restrict their
45 wastewater discharge, relocate and/or consolidate points of discharge, separate domestic
46 wastestreams from industrial wastestreams, and other such conditions as may be necessary to

1 protect OCSD's POTW and determine the User's compliance with the requirements of this
2 Ordinance.

3
4 F. Notify the General Manager of any pretreatment equipment failure within 24-hours of
5 discovering the failure. The notification may be made by a telephone call, telefax transmission,
6 personal visit to SAWPA's office, or a hand delivered notification to SAWPA's office.

7
8 **515.0 UNAUTHORIZED MONITORING AND PRETREATMENT EQUIPMENT**
9 **MODIFICATIONS.** No User shall knowingly falsify, tamper with, or render inaccurate any
10 monitoring device or any pretreatment equipment or device. Such falsification, tampering, or
11 inaccuracy will be considered a violation of this Ordinance and will subject the User to
12 enforcement actions.

13
14 **516.0 PRETREATMENT EQUIPMENT BYPASS.** No User shall bypass any pretreatment
15 equipment or device unless the bypass is necessary to prevent loss of life, personal injury, and
16 severe property damage or when no feasible alternative exists. The User may allow the bypass
17 to occur provided that it does not cause pollutant limitation violations and is necessary to
18 perform essential maintenance to insure adequate operation of the pretreatment equipment or
19 devices. Notification of the bypass shall comply with the following conditions:

20
21 A. Anticipated bypass: The User shall submit a written notice to the General Manager at
22 least ten days before the date of the scheduled bypass.

23
24 B. Unanticipated bypass: The User shall notify the General Manager immediately upon
25 learning that any pretreatment equipment or device has been bypassed. The User shall submit a
26 written notice to the General Manager within five working days. The report shall include:

- 27
28 1. A description of the bypass, the cause of the bypass, and the duration of the
29 bypass;
30
31 2. If the bypass was corrected;
32
33 3. The actions taken or proposed to reduce or prevent a reoccurrence of the bypass.

34
35 **517.0 PROHIBITED DISCHARGE OF RECOVERED PRETREATMENT WASTE.**
36 No person shall discharge waste recovered from pretreatment equipment, systems, or devices
37 into the SARI System or tributaries thereto without authorization and permits from SAWPA
38 and/or other regulatory agencies having jurisdiction over the discharge of the waste. All
39 recovered pretreatment waste shall be disposed of in accordance with all applicable federal,
40 state, county, and local laws and regulations.

41
42 **518.0 STORMWATER DIVERSION.**

43
44 A. All Users having outdoor areas which allow wastewater and stormwater to enter a
45 common opening connected to the SARI System or tributaries thereto shall install and maintain,
46 at the User's expense, a stormwater diversion valve in the common opening.

1
2 B. The stormwater diversion valve design and use shall be reviewed and approved by the
3 General Manager prior to installation.
4

5 C. The valve shall allow wastewater to enter the SARI System or tributaries thereto during
6 dry weather and prevent stormwater from entering the SARI System or tributaries thereto during
7 periods of inclement weather.
8

9 D. Unless permitted to do so in accordance with subparagraph (F) hereof, no User shall
10 allow wastewater and stormwater to mix.
11

12 E. During periods of inclement weather, the User shall immediately suspend all outdoor
13 wastewater generating activities and divert all stormwater to a storm drain.
14

15 F. If the discharge of stormwater would create a pollution threat to surface or subsurface
16 waters, the User may make application to the General Manager requesting that the stormwater
17 be discharged to the SARI System or tributaries thereto. Approval of a stormwater discharge to
18 the SARI System or tributaries thereto shall be based on:
19

20 1. Hydraulic capacity of the areas collection system.
21

22 2. Hydraulic capacity of the OCSD's POTW.
23

24 3. Total volume of stormwater to be discharged in a 24-hour period.
25

26 4. A demonstrated need to discharge stormwater to the SARI System or tributaries
27 thereto to prevent surface and subsurface water contamination.
28

29 5. A good faith effort made by the User to prevent the pollution of stormwater by
30 industrial waste and waste generated by the User.
31

32 **519.0 INDUSTRIAL USER MODIFICATIONS.** All permitted industrial Users shall report
33 proposed changes in their operations to the General Manager for approval 30 days prior to
34 initiation of the changes. The reporting shall be done in writing from the authorized
35 representative of the permitted industrial User. For the purposes of this section "changes" shall
36 include any of the following:
37

38 A. A sustained 20% increase or decrease in the industrial wastewater flow discharged or
39 in production capacity.
40

41 B. Additions, deletions or changes to processes or equipment.
42

43 C. Experimentation with new processes and/or equipment that will affect the quantity or
44 quality of the wastewater discharged.
45
46

1 **520.0 SPILL CONTAINMENT SYSTEMS.** Spill containment systems, as may be
2 required, shall conform to requirements established by the General Manager. These
3 requirements may include, but not be limited to, the following:
4

5 A. No user shall operate a spill containment system that allows incompatible
6 substances to mix and thereby creating a hazardous or toxic substance in the event of a
7 failure of one or more containers.
8

9 B. Spill containment systems shall consist of a system of dikes, walls, barriers,
10 berms, or other devices designed to contain spillage of the liquid contents of containers.
11

12 C. Spill containment systems shall be constructed of materials that are impermeable
13 and non-reactive to the liquids being contained.
14

15 D. Spill containment systems shall conform to local regulations and policies as to
16 percent containment, container type, size, outdoor covering, and the length of time spilled
17 material may remain in the spill containment system.
18

19 E. At no time shall a User use a spill containment system for the storage of waste
20 other than from a spill.
21

22 **521.0 FACILITY WASTE MANAGEMENT PLAN.** All permitted industrial Users shall be
23 required to develop and maintain a Facility Waste Management Plan (FWMP). The FWMP
24 may consist of the following documents:
25

26 A. **TOXIC ORGANIC MANAGEMENT PLAN (TOMP)** A TOMP is required of
27 all categorical industrial Users which are permitted to submit a TOMP in lieu of required
28 pollutant monitoring. SAWPA reserves the right to require Total Toxic Organic monitoring
29 of all Users allowed to submit a TOMP.
30

31 B. **SLUG DISCHARGE PREVENTION CONTROL PLAN (SDPCP)** A SDPCP is
32 required of all industrial Users which have Batch Discharge provisions, stored chemicals or
33 materials, or the potential for a Slug Discharge which, if discharged to the SARI System or
34 tributaries thereto, would violate any of the prohibited discharge requirements of this Ordinance.
35

36 C. **PRETREATMENT SYSTEMS OPERATIONS AND MAINTENANCE**
37 **MANUAL** Such a manual shall be submitted by all industrial Users operating and maintaining
38 pretreatment equipment for the removal of pollutants from wastewater.
39

40 D. **HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT**
41 **PLAN** Such a Plan is required of all industrial Users that use or possess hazardous materials or
42 generate hazardous waste. A city or county Fire Department-required Business Emergency Plan
43 may be substituted for this management plan.
44
45

1 E. WASTE MINIMIZATION/POLLUTION PREVENTION PLAN (WM/PPP)

2
3 1. WASTE MINIMIZATION/POLLUTION PREVENTION PLAN
4 (WM/PPP) is required of any industrial User:

5
6 a. For whom the General Manager has determined such WM/PPP is
7 necessary to achieve a water quality objective;

8
9 b. Determined by the California State Water Quality Control Board ("state
10 board") to be a chronic violator, and the state board, regional board or SAWPA
11 determines that pollution prevention (as defined in Water Code Section
12 13263.3 (b)) could assist;

13
14 c. That significantly contributes, or has the potential to significantly
15 contribute, to the creation of a toxic hot spot as defined in Water Code Section
16 13391.5.

17
18 2. A WM/PPP required of an industrial User shall include all of the following:

19
20 a. An analysis of one or more of the pollutants, as directed by the state
21 board, regional board, or SAWPA, that the User discharges to the SARI System
22 or tributaries thereto, description of the sources of the pollutants, and a
23 comprehensive review of the processes used by the User that result in the
24 generation and discharge of the pollutants.

25
26 b. An analysis of the potential for pollution prevention to reduce the
27 generation of the pollutants, including the application of innovative and
28 alternative technologies and any adverse environmental impacts resulting from
29 the use of those methods.

30
31 c. A detailed description of the tasks and time schedules required to
32 investigate and implement various elements of pollution prevention techniques.

33
34 d. A statement of the User's pollution prevention goals and strategies,
35 including priorities for short-term and long-term action.

36
37 e. A description of the User's existing pollution prevention methods.

38
39 f. A statement that the User's existing and planned pollution prevention
40 strategies do not constitute cross media pollution transfers unless clear
41 environmental benefits of such an approach are identified to the satisfaction of
42 SAWPA and information that supports that statement.

43
44 g. Proof of compliance with the Hazardous Waste Source Reduction
45 and Management Review Act of 1989 (article 11.9 (commencing with Section
46 25244.12) of Chapter 6.5 of Division 20 of the Health and Safety Code) if the

1 User is also subject to that act.

2
3 h. An analysis, to the extent feasible, of the relative costs and benefits
4 of the possible pollution prevention activities.

5
6 i. A specification of, and rationale for, the technically feasible and
7 economically practicable pollution prevention measures selected by the User
8 for implementation.

9 3. Any person who fails to complete a pollution prevention plan required by
10 SAWPA, submits a plan that does not comply with this Section, or fails to
11 implement a plan required by SAWPA, shall be liable to SAWPA for any civil
12 penalty assessed administratively by SAWPA or by a court in accordance with this
13 Ordinance.

14
15 4. SAWPA shall not include a WM/PPP in any local limits or permit issued by
16 SAWPA.

17
18 **522.0 FEDERAL CATEGORICAL PRETREATMENT STANDARDS.** All Users subject to
19 a National Categorical Pretreatment Standard shall comply with all requirements of such
20 standard, and shall also comply with any limitation contained in this Ordinance. The National
21 Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N and amendments
22 thereto are hereby incorporated herein by reference. Where duplication of the same pollutant
23 limitation exists, the limitation which is more stringent shall prevail. Compliance with National
24 Categorical Pretreatment Standards for existing sources subject to such standards or for existing
25 sources which hereafter become subject to such standards shall be achieved within three (3)
26 years following promulgation of the standards unless a shorter compliance time is specified in
27 the standards or by the General Manager. New sources shall install, have in operating condition
28 and begin using all pollution control equipment required to meet applicable pretreatment
29 standards before beginning any discharge. New sources must meet all applicable pretreatment
30 standards within the shortest feasible time, not to exceed ninety days.

31
32 **523.0 NOTICE OF POTENTIAL PROBLEMS TO POTW.** All Users shall immediately
33 notify the SAWPA of all wastewater discharges that could cause a problem at OCSD's POTW
34 or in the SARI System or tributaries thereto, including any slug loadings of any material.
35 Wastewater discharges that may cause a problem at OCSD's POTW or the SARI System or
36 tributaries thereto include, but are not limited to, acids, alkalis, oils, greases, high strength
37 organic waste, hazardous materials and waste, colored wastes, and batch discharges. All Users
38 shall provide the General Manager, within five business days from the incident, a written report
39 detailing the cause of the discharge and the corrective actions taken to prevent a recurrence.

40
41 **524.0 WRITTEN RESPONSES.** All Users required to provide a written response to any
42 correspondence, order, or notice from the General Manager shall do so in accordance with the
43 date specified in the correspondence, order, or notice. Failure to provide the written response by
44 the date requested shall constitute a violation of this Ordinance and may subject the User to
45 enforcement actions.
46

1 **525.0 FALSIFYING INFORMATION.** Any User who knowingly makes any false statement,
2 representation, or certification in any record, correspondence, or other document submitted or
3 required to be maintained under this Ordinance, including monitoring reports and records, or
4 reports of compliance or noncompliance shall be in violation of this Ordinance and may subject
5 the User to enforcement actions.
6
7
8
9

10 **ARTICLE 6**
11 **ENFORCEMENT**
12

13 **600.0. PURPOSE AND SCOPE.** SAWPA's Commission finds that in order for SAWPA to
14 comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to
15 ensure that SAWPA's and OCSD's sewerage facilities and treatment processes are protected and
16 are able to operate with the highest degree of efficiency, and to protect the public health and
17 environment, specific enforcement provisions must be adopted to govern the discharges to the
18 SARI System and tributaries thereto by permitted Users.
19

20 **601.0 ENFORCEMENT RESPONSE PLAN (ERP).** To the extent required by law or
21 agreement, SAWPA shall use an Enforcement Response Plan (ERP), as required by 40 CFR
22 403.8(f)(5) and adopted by resolution, to coordinate progressive enforcement actions against
23 Users and persons in noncompliance with this Ordinance. The ERP establishes progressive
24 enforcement measures and the amount of monetary penalties for violations of this Chapter.
25

26 **602.0 ADMINISTRATIVE VIOLATIONS.** There is hereby established a class of violations
27 to be known as Administrative Violations that are further subdivided into minor and major
28 administrative violations as follows:
29

30 **A. Minor Administrative Violations** include, but are not limited to, the following:
31

- 32 1. Submission of incomplete reports or questionnaires;
- 33 2. Failure to submit reports by the scheduled due date;
- 34 3. Failure to respond to questionnaires;
- 35 4. Missing a compliance date without proper prior notification to SAWPA;
- 36 5. Failure to conduct sampling when required;
- 37 6. Failure to notify the General Manager of a violation of permit conditions within
38 one working day of the discovery of the violation; or
- 39 7. Failure to pay all required fees, penalties and charges within forty-five (45)
40 calendar days from the due date.
41
42
43
44
45
46

1
2 **B. Major Administrative Violations** include, but are not limited to, the following:
3

4 1. Failure to notify the General Manager of a Slug Discharge immediately after
5 discovery of said discharge;
6

7 2. Failure to respond, by a given date, to letters requiring responses or to
8 administrative orders;
9

10 3. Missing a compliance date by more than thirty (30) days;

11 4. Falsification of documents or attempting to mislead SAWPA or OCSD in any
12 manner whatsoever;
13

14 5. Failure to cooperate with SAWPA employees or contracted employees exercising
15 their authority under this Ordinance, including monitoring and inspection activities;
16

17 6. A pattern of minor administrative violations;

18 7. Failure to admit SAWPA employees or contracted employees, in the course of
19 their job, onto the User's property;
20

21 8. Failure to produce records as required;
22

23 9. Failure to accurately report noncompliance;
24

25 10. Failure to submit required reports (self-monitoring, 180-day baseline monitoring
26 report, 90-day compliance report, Compliance Schedule progress reports) or submitting
27 such reports more than thirty days late;
28

29 11. Failure to pay pursuant to Section 304.0 of this Ordinance, permit application
30 fees, permit renewal fees, or Administrative Penalties within sixty (60) days of due date;
31

32 12. Failure to pay all required fees, penalties, and charges within sixty (60) calendar
33 days from the due date;
34

35 13. Intentional discharge of a prohibited waste by a Liquid Waste Hauler into the
36 SARI System or tributaries thereto; or
37

38 14. Wastewater discharge without a valid Wastewater Discharge Permit after
39 notification.
40

41
42
43 **C.** Upon notice of appropriate mitigating circumstances and consistent with applicable
44 federal and state laws, the General Manager has sole discretion to treat a major administrative
45 violation as a minor administrative violation, or a pattern of minor administrative violations
46 with aggravating circumstances as individual major administrative violations.

1
2 **603.0 VIOLATIONS OF DISCHARGE LIMITATIONS.**
3

4 A. There is hereby established a class of violations to be known as discharge violations
5 that are further subdivided into minor and major discharge violations as follows:
6

7 1. Minor discharge violations are those that, either alone or in combination with
8 similar User discharge violations, pose, as determined by the General Manager, no
9 significant threat to the public health, safety or welfare, the environment, SARI System or
10 tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor.
11

12 2. Major discharge violations include, but are not limited to, the following:
13

14 a. Significant Noncompliance;
15

16 b. Discharge violations which, either alone or in combination with similar
17 discharges pose, as determined by the General Manager, a significant threat to the
18 public health, welfare or safety, the environment, the safe and efficient operation of
19 the SARI System or tributaries thereto, OCSD's POTW, or to any SAWPA
20 employee or contractor, or cause or contribute to the additional treatment costs
21 incurred by SAWPA or a violation of OCSD's NPDES permit, or cause or
22 contribute to pass through, Interference, or other known damages;
23

24 c. Discharging regulated pollutants to the SARI System or tributaries thereto
25 without a current discharge permit;
26

27 d. A pattern of minor discharge violations;
28

29 e. Failure to correct a minor discharge violation within a specific time period
30 as directed by the General Manager; or
31

32 f. Tampering with or purposely rendering inaccurate any monitoring device,
33 method or record required to be maintained pursuant to this Ordinance.
34
35

36 B. Upon notice of appropriate mitigating circumstances, the General Manager has sole
37 discretion to treat a major discharge violation as a minor discharge violation. The General
38 Manager also has sole discretion to treat a pattern of minor discharge violations with
39 aggravating circumstances as individual major discharge violations.
40

41 **604.0 UNCLASSIFIED VIOLATIONS.** For any violation by any User or person that is not
42 classified herein, or for the violation of any rule or regulation promulgated hereunder, the
43 General Manager shall have the discretion to treat such violation as a minor or major violation
44 and to exercise enforcement authority accordingly. In exercising this enforcement authority, the
45 General Manager shall consider the magnitude of the violation, its duration, and its effect on
46 receiving waters, the SARI System or tributaries thereto, OCSD's POTW, the health and safety

1 of SAWPA employees, contractors, Users, and the general public. The General Manager shall
2 also evaluate the User's or person's compliance history, good faith, and any other factors the
3 General Manager deems relevant.

4
5 **605.0 SEPARATE VIOLATIONS.** Any User or person found to be in violation of this
6 Ordinance shall be charged with a separate violation for each day the same violation exists.
7 Wastewater discharge pollutant violations shall be considered an individual violation for each
8 pollutant in violation.

9
10 **606.0 ADMINISTRATIVE ORDERS.** The General Manager may require compliance with
11 wastewater discharge permit conditions or limitations by issuing Administrative Orders that are
12 enforceable in a court of law or by directly seeking court action. The General Manager may use
13 Administrative Orders, either individually, sequentially, concurrently, or in any order for one or
14 more violations as appropriate for the circumstances. Administrative Orders include:

15
16 **A. CORRECTION NOTICE.** A correction notice shall be given to a User to require
17 correction of minor violations noted during an inspection of the User's facility by the General
18 Manager.

19
20 1. Compliance time extensions may be granted to Users who fail to correct minor
21 violation required by a correction notice, upon showing of good cause by such User.

22
23 2. For purposes of this Section, "good cause" means an unforeseeable and
24 unavoidable event or series of events, over which User had no control, that prevented or
25 significantly impaired the User's ability to comply with the correction notice.

26
27 **B. WRITTEN WARNING** shall be used to notify a User of minor violations and those
28 violations that have not been corrected as required by a Correction Notice. The Written
29 Warning shall state the provision(s) violated and the facts alleged to constitute the violation, and
30 may include any proposed corrective actions or monitoring to be required.

31
32 **C. MONITORING/PRODUCTION INFORMATION ORDER (MPIO)** shall be
33 issued to a User when two consecutive violations for the same pollutant are detected either in
34 SAWPA samples, User samples, or both. The MPIO shall be used to determine if discharge
35 compliance has been achieved or if a detected violation is consistent. The User shall sample the
36 User's wastewater discharge for the pollutants in violation and record the daily effluent
37 wastewater flow for all production days within a 14 consecutive day period that industrial
38 wastewater is discharged to the SARI System or tributaries thereto. Production information
39 shall be required of all categorical Users which have production based discharge limits.

40
41 **D. NOTICE OF VIOLATION (NOV)** shall be issued to a User for violations of written
42 warnings, wastewater discharge permit violations, violations of this Ordinance, or an MPIO that
43 has resulted in significant noncompliance. An NOV shall have a monetary penalty established
44 by resolution. When the General Manager is made aware of the User's violation(s), the General
45 Manager may serve personally or by certified mail upon said User a written Notice of Violation

1 (NOV). The NOV shall state the provision(s) violated and the facts alleged to constitute the
2 violation, and may include any proposed corrective actions or monitoring to be required. The
3 NOV requires a User to respond in writing to the General Manager, within ten calendar days
4 from the date of receipt of the NOV, with a written explanation of or response to the violation(s)
5 and a plan for the satisfactory correction or prevention thereof, including specific required
6 actions. Submission of this plan in no way relieves the User of liability for any violations
7 occurring before or after receipt of the NOV.
8
9

10 **E. VIOLATION MEETING** shall be required of all Users who have failed to achieve
11 compliance after the issuance of an NOV or at the conclusion of an MPIO that has resulted in
12 significant noncompliance. This meeting shall be for the General Manager to draft a Consent
13 Order or Compliance Order or for the User to propose solutions, request time extensions, draft a
14 compliance schedule, or file an appeal. The Violation Meeting shall have a monetary penalty
15 established by resolution.
16

17 **F. CONSENT ORDER.** The General Manager may, at any time after finding a violation
18 of this Ordinance, enter into an agreement with the violating User that shall be known as a
19 Consent Order. Such agreement may be in the form of compliance schedule with milestones or
20 other specific actions to be taken by the User to correct or prevent the noncompliance within a
21 time period specified in the order, or payment of damages, penalties, fines, or other remedies.
22 The Consent Order is developed between the User and SAWPA. This Order shall have the
23 same force and effect as any other administrative order issued pursuant to this Ordinance and
24 has a monetary penalty established by resolution.
25

26 **G. COMPLIANCE ORDER.**
27

28 1. A Compliance Order shall be issued to a User that has violated or continues to
29 violate this Ordinance, the User's wastewater discharge permit, or order issued
30 thereunder. The General Manager may issue a Compliance Order to the User
31 responsible for the violation(s) which shall specify the provisions violated and the facts
32 constituting the violation(s), and shall direct that adequate treatment facilities, devices,
33 or other related appurtenances be installed and properly operated by a specified time
34 period. Compliance Orders may also contain such other requirements as the General
35 Manager deems reasonably necessary and appropriate to assure timely compliance with
36 this Ordinance and to address the noncompliance. Such Order may require the
37 installation of pretreatment technology, additional self-monitoring, management
38 practices, adherence to a compliance schedule with milestones, submission of action
39 plans, appearance by the User at a specific time and place for a compliance meeting, or
40 other measures necessary to achieve and maintain compliance. The Compliance Order
41 is developed by the General Manager without comment from the User and has a
42 monetary penalty established by resolution.
43

44 2. If no public hearing on the alleged violation(s) has been previously conducted,
45 the alleged violating User may either submit a written explanation or other response to
46 the Order or request the General Manager to conduct either an informal meeting or a

1 hearing. Such submission or request shall be in writing and filed with the General
2 Manager no later than ten calendar days after receipt of the Order. The request shall not
3 stay the Order.
4

5 **H. CIVIL PENALTY ORDER** shall be issued to a User by the General Manager or
6 SAWPA Counsel to assess penalties required by Sections 610.0, 611.0 and 619.0 of this
7 Ordinance and any other costs incurred by SAWPA in the investigation, monitoring, legal
8 assistance, enforcement, cleanup or repair caused by the User's violation. The Civil Penalty
9 Order may be included with any other Administrative Order.

10 **I. CEASE AND DESIST ORDER** shall be issued by the General Manager to all Users or
11 persons whose violation(s) of this Ordinance, their wastewater discharge permit, or any Order
12 issued hereunder, pose a threat to the SARI System or tributaries thereto, OCSD's POTW ,
13 SAWPA employees or contractors, or the public. A Cease and Desist Order may also be issued
14 by the General Manager to Users who continue to discharge wastewater to the SARI System or
15 tributaries thereto, without a valid wastewater discharge permit. The General Manager may
16 issue an order to cease and desist immediately upon discovering any such violations and direct
17 those Users or persons in noncompliance to take such appropriate remedial or preventive action
18 as may be deemed needed to eliminate a continuing or threatened violation, including halting
19 operations and terminating the discharge. Such order shall include the provision violated and
20 the facts constituting the violation. A Cease and Desist Order has a monetary penalty
21 established by resolution.
22

23 **J. SHOW CAUSE HEARING** shall be required of all Users which have failed to achieve
24 compliance with this Ordinance or their wastewater discharge permit after issuance and
25 conclusion of a Consent Order, Compliance Order, or Cease and Desist Order. The following
26 procedures shall be used:
27

28 1. A Show Cause Order, issued by the General Manager shall order the violating
29 User to appear at a Show Cause Hearing to show cause to the General Manager why a
30 proposed enforcement action should not be taken.
31

32 2. The Show Cause Hearing shall be public.
33

34 3. Notice shall be served on the User specifying the time and place for the public
35 hearing; the proposed enforcement action and the reasons for such action, including any
36 alleged violation and the facts constituting the violation, and a request that the User
37 show cause why the proposed enforcement action should not be taken.
38

39 4. The General Manager shall permit all parties to respond to the notice or order, to
40 present evidence and argument on all issues, and to conduct cross-examination required
41 for the full disclosure of the facts.
42

43 5. The General Manager may request the attendance and testimony of witnesses
44 and the production of evidence relevant to any matter, or may seek from the appropriate
45 court the issuance of subpoena to compel the presence of prospective witnesses.
46

1 6. The testimony taken shall be under oath and recorded. The transcript, if
2 prepared, will be made available to any person upon payment of the usual charges.
3

4 7. The notice of the hearing shall be served personally or by registered or certified
5 mail (return receipt requested) at least fifteen days prior to the hearing; except that the
6 General Manager may set an earlier date for the hearing if the User requests the earlier
7 date. Such notice may be served on any authorized representative of the User.
8

9
10 8. Immediate enforcement action may be pursued whether or not a duly notified
11 User appears as noticed.
12

13 9. Upon review of the evidence, the General Manager shall make written findings
14 of fact and decision in the nature of an order.
15

16 **607.0 WASTEWATER DISCHARGE PERMIT REVOCATION.** The General Manager
17 may revoke any wastewater discharge permit if the User is in violation of any provision of this
18 Ordinance. These violations can include but are not limited to: falsification of information by
19 the User required by this Ordinance; refusing right of entry when conditioned in the wastewater
20 discharge permit; failure to re-apply for a wastewater discharge permit or request a required
21 permit modification; failure to pay required permit fees or charges or discharging in violation of
22 this Ordinance. Validity of the wastewater discharge permit shall be conditioned upon the
23 industrial User's compliance with the provisions of this Ordinance. The General Manager may
24 revoke the wastewater discharge permit upon a minimum notice of fifteen calendar days when
25 the General Manager finds that the wastewater discharge is in violation of the provisions of this
26 Ordinance or of any applicable federal, state, county or city law or regulation or if the industrial
27 User has failed to pay any User fee or penalty within forty-five days of invoicing by SAWPA.
28 Within the fifteen days prior to the intended permit revocation, the General Manager shall make
29 a hearing available to the User. All costs for wastewater discharge permit revocation and
30 reissuance will be paid by the User.
31

32 **608.0 TERMINATION OF SERVICE.** Notwithstanding any provision to the contrary, and
33 without prior notice, the General Manager may immediately suspend wastewater treatment
34 service to any User in order to stop an actual or threatened discharge which presents or may
35 present an imminent or substantial endangerment to the health or welfare of persons or to the
36 environment, or which causes interference to the SARI System or tributaries thereto, OCSD's
37 POTW, or causes OCSD to violate any condition of its NPDES permit or if the User has failed
38 to obtain a valid Wastewater Discharge Permit. If the User fails to comply voluntarily with the
39 suspension order, the General Manager shall take such steps as deemed necessary, including
40 immediate severance of the sewer service lateral connection, to prevent or minimize damage to
41 the SARI System or tributaries thereto, OCSD's POTW, or endangerment to any person or the
42 environment. All costs for terminating service shall be paid by the User. All costs for
43 reestablishing service shall be paid by the User.
44

45 **609.0 ANNUAL PUBLICATION NOTICE.** The names of all Significant Industrial Users
46 which are found to be in significant noncompliance with this Ordinance shall be published at

1 least annually in the largest daily circulating newspaper within the jurisdictions of SAWPA in
2 which the significant industrial User is located, in accordance with 40 CFR 403.8(f)(2)(vii).

3 4 **610.0 ADMINISTRATIVE COMPLAINT**

5
6 A. The General Manager may issue an Administrative Complaint to a User who violates
7 this Ordinance, permit requirement, or order issued pursuant to an Administrative Order.

8
9 B. The Administrative Complaint shall allege the act or failure to act that constitutes the
10 violation, the provisions of law authorizing civil liability to be imposed and the proposed civil
11 penalty. The Administrative Complaint shall be served by personal delivery or certified mail on
12 the User and shall inform the User served that a hearing shall be conducted within 60 days after
13 the user has been served.

14
15 C. The hearing shall be before a hearing officer designated by SAWPA's Commission.
16 The User who has been issued an Administrative Complaint may waive the right to a hearing, in
17 which case SAWPA shall not conduct a hearing. A User dissatisfied with the decision of the
18 hearing officer may appeal to the Commission of SAWPA within 30 days of notice of the
19 hearing officer's decision.

20
21 D. If after the hearing, or appeal, if any, it is found that the User has violated reporting or
22 discharge requirements, the hearing officer or the Commission may assess a civil penalty against
23 that User. In determining the amount of a civil penalty, the hearing officer or Commission of
24 SAWPA may take into consideration all relevant circumstances including, but not limited to, the
25 extent of harm caused by the violation, the economic benefit derived through any non-
26 compliance, the nature and persistence of the violation, the length of time over which the
27 violation occurs and corrective action, if any, attempted or taken by the User.

28
29 E. Civil Penalties may be imposed as follows:

30
31 1. In an amount which shall not exceed \$2,000.00 for each day for failing or refusing
32 to furnish technical or monitoring reports [Government Code, Section 54740.5(d)(1)];

33
34 2. In an amount which shall not exceed \$3,000.00 for each day for failing or refusing
35 to timely comply with any compliance schedule established by the General Manager
36 [Government Code, Section 54740.5(d)(2)];

37
38 3. In an amount which shall not exceed \$5,000.00 per violation for each day for
39 discharges in violation of any waste discharge limitation, permit condition, or requirement
40 issued, reissued or adopted by SAWPA [Government Code, Section 54740.5(d)(3)];

41
42 4. In an amount which shall not exceed \$10.00 per gallon for discharges in violation
43 of any suspension, cease and desist order or other orders, or prohibition issued, reissued or
44 adopted by the General Manager [Government Code, Section 54740.5(d)(4)].

45
46 F. Unless appealed, orders setting administrative civil penalties shall become effective

1 and final upon issuance thereof, and payment shall be made within 30 days established by the
2 order. Copies of these orders shall be served by personal service or by registered mail upon the
3 parties served with the administrative complaint and upon other persons who appeared at the
4 hearing and requested a copy.
5

6 G. All monies collected under this Section shall be deposited in a special account of
7 SAWPA and shall be made available for the monitoring, treatment and control of discharges
8 into the SARI Systems and tributaries thereto.
9

10 H. The amount of any civil penalties imposed under this Section which have remained
11 delinquent for a period of 60 days shall constitute a lien against the real property of the user
12 from which the discharge, Ordinance violation, or permit violation originated resulting in the
13 imposition of the civil penalty. The lien shall be recorded with the County Recorder for the
14 respective county and when recorded shall have the force and effect and priority of a judgement
15 lien and continue for 10 years from the time of recording unless sooner released, and shall be
16 renewable in accordance with the provisions of Section 683.110 to 683.220, inclusive, of the
17 Code of Civil Procedure.
18

19 I. No penalties shall be recoverable under this Section for any violation for which civil
20 liability is recovered under Section 611.0.
21

22 J. Judicial Review

23
24 1. Any User aggrieved by a final order issued by the Commission of SAWPA under
25 this Section may obtain review of the order of the Commission in the Superior Court by
26 filing in the Court a petition for writ of mandate within 30 days following the service of a
27 copy of a decision an order issued by the Commission. Any User aggrieved by a final
28 order of a hearing officer issued under this Section for which the Commission denies
29 review, may obtain review of the order of the hearing officer in the Superior Court by
30 filing in the Court a petition for writ of mandate within 30 days following service of a
31 copy of a decision and order denying review by the Commission.
32

33 2. If no aggrieved User petitions for writ of mandate within the time allowed, an
34 order of the Commission of SAWPA or a hearing officer shall not be subject to review by
35 any court or agency.
36

37 3. The evidence before the Court shall consist of the record before the Commission
38 of SAWPA, including the hearing officer's record, and any other relevant evidence which,
39 in the judgement of the Court, should be considered to effectuate and implement policies
40 of this Ordinance. In every such case, the Court shall exercise its independent judgement
41 on the evidence.
42

43 4. Subdivisions (e) and (f) of Section 1094.5 of the Code of Civil Procedure shall
44 govern review proceedings.
45
46

1 **611.0 CIVIL LIABILITY FOR VIOLATIONS**

2
3 A. Any User that violates any provision of this Ordinance, any requirement of the
4 Wastewater Discharge Permit, or Administrative Order, may be civilly liable to SAWPA in a
5 sum not to exceed \$25,000.00 a day for each violation. In addition to these penalties and
6 damages, the General Manager may recover reasonable attorney's fees, court costs, and other
7 expenses associated with the enforcement activities, including, but not limited to, sampling,
8 monitoring, laboratory costs and inspection expenses.

9
10
11 B. SAWPA's Legal Counsel is hereby authorized to petition the Superior Court to
12 impose, assess, and recover the sums as described in Section 611.0. In determining the
13 amount, the Court shall take into consideration all relevant circumstances, including but not
14 limited to, the extent of harm caused by the violation, the economic benefit derived through
15 any non-compliance, the nature and persistence of the violation, the length of time over
16 which the violation occurs, and any corrective actions, if any, attempted or taken by the
17 User.

18
19 C. Notwithstanding any other provision of law, all civil penalties imposed by the Court
20 for a violation of this Section shall be distributed to SAWPA.

21
22 D. Remedies under this Section are in addition to and do not supersede or limit any and all
23 other remedies, civil or criminal, but no liability shall be recoverable under this Section for any
24 violation for which liability is recovered under Section 610.0.

25
26 **612.0 CRIMINAL PENALTIES.**

27
28 A. Any User which willfully or knowingly violates any provision of this Ordinance, or
29 any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor for
30 each separate violation per day, punishable by a fine not to exceed One Thousand Dollars
31 (\$1,000.00) or imprisonment for not more than six months, or both for each violation. This
32 penalty is to be consistent with the Federal Clean Water Act, 33 U.S.C. 1251, et seq. and
33 amendments thereto, and shall apply to the exclusion of any other Ordinance provision more
34 lenient. Each such User shall be deemed guilty of a separate violation for each day any violation
35 of any provision of this Ordinance or wastewater discharge permit is committed or continued by
36 such User.

37
38 B. Any User who knowingly makes any false statements, representations, or certifications
39 in any application, record, report, plan or other document filed or required to be maintained
40 pursuant to this Ordinance or the User's wastewater discharge permit, or who falsifies, tampers
41 with, or knowingly renders inaccurate any monitoring device or method required under this
42 Ordinance shall, upon conviction, be punished by a fine of not more than One Thousand Dollars
43 (\$1,000.00) per violation per day or imprisonment for not more than six months, or both for
44 each violation. This penalty shall be consistent with the Federal Clean Water Act, 33 U.S.C.
45 1251, et seq. and shall apply to the exclusion of any other Ordinance provisions more lenient.
46

1 **613.0 PROBATIONARY PERIODS.** All Users issued a Written Warning shall be issued a
2 maximum six month probationary period for the violation stated in the written warning. All
3 Users issued a Notice of Violation shall be issued a maximum twelve month probationary
4 period for the violation stated in the notice of violation. If the User commits the same violation
5 within the probationary period, then enforcement will be escalated to the next appropriate level.
6 If the User commits the same violation after the end of the probationary period, then the
7 violation will be treated as a new violation for purposes of enforcement. Repeated same
8 violations will only be granted two probationary periods. If the same violation occurs after two
9 consecutive probationary periods for either a Written Warning or a Notice of Violation, then the
10 enforcement actions will be escalated to the next appropriate level.

11
12 **614.0 LEGAL ACTION.** If any User discharges wastewater into the SARI System or
13 tributaries thereto contrary to the provisions of this Ordinance, federal or state pretreatment
14 requirements, or any order of SAWPA, then SAWPA's Counsel may commence an action for
15 appropriate legal, equitable or injunctive relief in the appropriate court of Riverside or San
16 Bernardino County.

17
18 **615.0. SUPPLEMENTAL ENFORCEMENT ACTIONS**

19
20 **A. Performance Bonds.** The General Manager may decline to issue or reissue a
21 Wastewater Discharge Permit to any user who has failed to comply with any provision of this
22 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,
23 or any other pretreatment standard or requirement, unless such User first files a satisfactory
24 bond payable to SAWPA, in a sum not to exceed a value determined by the General Manager to
25 be necessary to achieve consistent compliance.

26
27 **B. Liability Insurance.** The General Manager may decline to issue or reissue a
28 Wastewater Discharge Permit to any user who has failed to comply with any provision of this
29 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,
30 or any other pretreatment standard or requirement, unless such User first submits proof that
31 liability insurance has been obtained by the User sufficient to restore or repair damage to the
32 SARI System or tributaries thereto or OCSD's POTW.

33
34 **C. Water Supply Severance.** Whenever a User has violated or continues to violate any
35 provision of this Ordinance, a Wastewater Discharge Permit, or Administrative Order issued
36 hereunder, or any other pretreatment standard or requirement, water service to the user may be
37 severed. Service will only recommence, at the User's expense, after the User has satisfactorily
38 demonstrated the User's ability to comply.

39
40 **D. Public Nuisance.** A violation of any provision of this Ordinance, a wastewater
41 discharge permit, or Administrative Order issued hereunder, or any pretreatment standard or
42 requirement is hereby declared a public nuisance and shall be corrected or abated as directed by
43 the General Manager. Any User creating a public nuisance shall be required to reimburse
44 SAWPA for any costs incurred in removing, abating, or remedying such nuisance
45

1 **616.0 REMEDIES NONEXCLUSIVE.** The enforcement remedies for this Ordinance are not
2 exclusive. The General Manager may take any, all, or any combination of these remedies
3 against a non-compliant User. Enforcement of Ordinance, pretreatment, and Wastewater
4 Discharge Permit violations will generally be in accordance with SAWPA's Enforcement
5 Response Plan. The General Manager, however, may take other actions against any User when
6 the circumstances warrant. Further, the General Manager is also empowered to take more than
7 one enforcement action against any non-compliant User.

8
9 **617.0 JUDICIAL COLLECTION.** After an order making a monetary assessment has become
10 final, or after a court in an action has entered a final judgement in favor of SAWPA, the General
11 Manager may initiate a civil action through SAWPA's legal counsel, if not earlier filed as a part
12 of the Judicial Review, in the appropriate court to recover the amount assessed plus prevailing
13 interest from the date of the final order or the date of the final judgment, as the case may be. In
14 such an action, the validity, amount, and appropriateness of such penalty shall not be subject to
15 review. Any User who fails to pay on a timely basis the amount of an assessment of a civil
16 penalty as described in this Section shall be required to pay, in addition to such amount and
17 interest, attorneys' fees and costs for collection proceedings and a quarterly nonpayment penalty
18 for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in
19 an amount equal to twenty percent of the aggregate amount of such User's penalties and
20 nonpayment penalties that are unpaid as of the beginning of such quarter.

21 In addition to the penalties provided herein, the General Manager may recover all reasonable
22 attorney fees, court costs, court reporters fees and other expenses of litigation by appropriate
23 civil suit against the User found to have violated any of the provisions of this Ordinance or the
24 orders, rules, regulations, and permits issued thereunder.

25
26
27 **618.0 JUDICIAL REVIEW.** Unless the User given a Notice of Violation or other
28 Administrative Order makes a responsive statement or a request for hearing within ten calendar
29 days from receipt of the notice or order, the notice or order is a final order. If the request for a
30 hearing is made within ten calendar day limitation, then the order constituting the hearing
31 decision order shall be a final order. Any User adversely affected by a final order may appeal the
32 order to the appropriate Court in the County of Riverside or San Bernardino.

33
34 **619.0 PAYMENT OF FEES, CHARGES, AND PENALTIES.**

35
36 A. Unless otherwise specified, all fees, charges and penalties imposed pursuant to this
37 Ordinance are due and payable within forty-five calendar days of receipt of notice or invoicing
38 by SAWPA.

39
40 B. For Users who fail to pay any required fee, charge or penalty by the due date, the
41 following penalties shall apply:

42
43 1. Forty-six days after the date of invoice, a penalty of ten percent (10%) of the
44 original invoice amount, not to exceed \$1,000.00 shall be assessed.

45
46 2. Ninety days after the date of invoice, a total penalty of ten percent (10%) of the

1 original invoice amount, not to exceed a maximum of \$4,000.00 shall be assessed.
2

3 C. Any invoice outstanding and unpaid after ninety days shall be cause for immediate
4 initiation of wastewater discharge permit revocation proceedings or immediate suspension of the
5 wastewater discharge permit.
6

7 D. Penalties charged under this Section shall not accrue to those invoices successfully
8 appealed, provided the General Manager receives written notification of said appeal prior to the
9 payment due date.
10

11 E. Payment of disputed charges is still required by the due date during the General
12 Manager's review of any appeal submitted by a User.
13

14 **620.0 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS.**
15

16 A. Any User who discharges any waste which causes or contributes to any obstruction,
17 interference, damage, or any other impairment to the SARI System or tributaries thereto or
18 OCSD's POTW and sewerage facilities or to the operation of those facilities shall be liable for
19 all costs required to clean or repair the facilities together with expenses incurred by SAWPA or
20 OCSD to resume normal operations. Such discharge shall be grounds for permit revocation. A
21 service charge of twenty-five percent (25%) of SAWPA's costs shall be added to the costs and
22 charges to reimburse SAWPA for miscellaneous overhead, including administrative personnel
23 and record keeping. The total amount shall be payable within forty-five (45) days of invoicing
24 by SAWPA.
25

26 B. Any User who discharges a waste which causes or contributes to SAWPA violating its
27 discharge requirements established by any Regulatory Agency and/or OCSD and causing
28 SAWPA to incur additional expenses or suffer losses or damage to its facilities, shall be liable
29 for any costs or expenses incurred by SAWPA, including regulatory fines, penalties, and
30 assessments made by other agencies or a court.
31

32 **621.0 APPEALS.** Except as otherwise provide in Section 610.0:
33

34 A. Any User affected by any decision, action, or enforcement action, made by the General
35 Manager interpreting or implementing the provisions of this Ordinance or wastewater discharge
36 permit, may file with the General Manager a written appeal for reconsideration within ten
37 business days from the receipt of the notice. The User shall state in detail the facts supporting
38 the User's request for reconsideration. The General Manager shall render a decision on the
39 request for reconsideration to the User in writing within ten business days from receipt of the
40 appeal. Submission of such a request in no way relieves the User of liability for any violations
41 occurring before or after receipt of the decision, order, or enforcement action, nor stay the
42 requirements of achieving or maintaining compliance.
43

44 B. If the ruling on the request for reconsideration made by the General Manager is
45 unsatisfactory, the User requesting reconsideration may, within ten business days after
46 notification of the General Manager's action, file a written appeal with the SAWPA

1 Commission. A fee of one hundred dollars (\$100.00) shall accompany any appeal to the
2 SAWPA Commission. The written appeal shall be heard by the SAWPA Commission within
3 thirty business days from the date of filing. The SAWPA Commission shall make a final ruling
4 on the appeal within forty-five business days from the date of filing.

5
6 **622.0 ALTERNATIVE ENFORCEMENT PROCEDURES.** As additional and alternate
7 enforcement provisions, the General Manager may utilize the procedures and seek the civil
8 penalties provided in Sections 54739, 54740, 54740.5 and 54740.6 of the California
9 Government Code for violations of this Chapter, federal or California pretreatment requirements
10 or the terms and provisions of any permits issued pursuant to this Ordinance.

11
12 **623.0 INVALIDITY.** If any provision of this Ordinance or the application thereof to any User
13 or circumstance is held invalid, the remainder of this Ordinance and the application of such
14 provision to other Users or circumstances shall not be affected thereby.

15
16 **624.0 INTERPRETATION - INTENT.** All the provisions of this Ordinance are to be
17 reasonably interpreted. The intent herein is to recognize that there are varying degrees of hazard
18 to the SARI System, OCS D's POTW, personnel, environment and the public and to apply the
19 principle that the degree of protection shall be commensurate with the degree of hazard.

20
21 **ARTICLE 7**
22 **MISCELLANEOUS PROVISIONS**

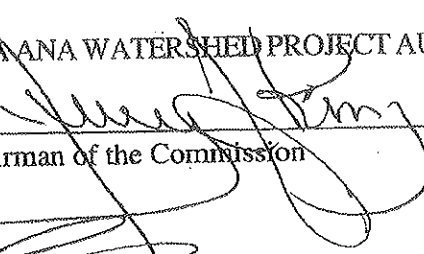
23
24 **700.0 SEVERABILITY.** If any provision of these regulations or the application to any
25 other circumstances is held invalid, the remainder of the regulations or the application of
26 such provision to other Users or other circumstances shall not be affected.

27
28 **701.0 EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption, and
29 Ordinance No. 3, and any amendments thereto, is hereby repealed and superseded by this
30 Ordinance.

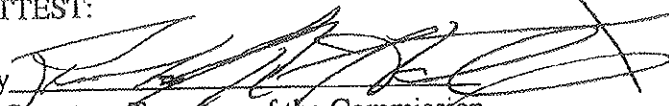
31
32 **702.0 JUDICIAL REVIEW OF ORDINANCE.** Pursuant to Section 1094.6 of the Code of
33 Civil Procedure, the time within which judicial review shall be sought concerning the adoption
34 of this Ordinance is 90 days following the date on which the decision adopting it is final. The
35 decision adopting this ordinance is final on the date it is adopted.

36
37 ADOPTED this 10th day of July 2001.

38 SANTA ANA WATERSHED PROJECT AUTHORITY

39
40 By 
41 Chairman of the Commission

42 ATTEST:

43
44 By 
45 Secretary-Treasurer of the Commission

Appendix B

Permitting and Pre-Treatment Multi-jurisdictional Agreements

**Multijurisdictional Pretreatment Agreement Between
Eastern Municipal Water District
and
Santa Ana Watershed Project Authority**

This Agreement is entered into this 17th day of October 2001 between Eastern Municipal Water District [EMWD] and Santa Ana Watershed Protection Authority [SAWPA].

RECITALS

Whereas, SAWPA owns and operates the Santa Ana Regional Interceptor [SARI] which discharges to Orange County Sanitation District's [OCSD] wastewater treatment plant; and

Whereas, EMWD owns and operates a collection system that discharges to the SARI; and

Whereas, SAWPA must carry out and enforce a pretreatment program to control discharges from all industrial users of its collection system pursuant to requirements set out in agreements with OCSD, SAWPA Ordinance No. 4, and as required by 40 CFR 403; and

Whereas, EMWD wants to use the OCSD treatment facilities and the SARI and recognizes its industrial waste control obligations under the applicable OCSD's Ordinance, SAWPA's Ordinance No. 4, and federal and state laws and regulations; and

Whereas, EMWD has an industrial waste pretreatment program approved by the State of California and the United States Environmental Protection Agency.

AGREEMENT

The following agreement is hereby understood:

Section 1. Retention of Powers

- A. Subject to the provisions of SAWPA's Ordinance No. 4 (and amendments and successors thereto), neither SAWPA nor EMWD, by entering into this agreement, relinquishes to the other, any of its independent statutory or other powers and responsibilities concerning the provisions of sewer service; promulgation, administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities, nor by entering into this agreement, does either party recognize any changes or modifications in the SARI System Treatment and Disposal Agreements or SARI Capacity Agreements. However, by entering into this agreement, the parties do agree to the cooperative implementation of required powers and responsibilities, including SAWPA's Ordinance No. 4 (and amendments and successors thereto), for insuring the quality wastewaters tributary from EMWD's Nonreclaimable Waste Line [NWL] to the SARI System.

- B. Both SAWPA and EMWD further acknowledge and agree that both parties must maintain comprehensive industrial pretreatment programs.
- C. This agreement provides no authorization for any discharge by any user, to EMWD's sewer system or SAWPA's SARI System, of any waste which is subject to regulation or prohibition under the terms of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980; Toxic Substances Control Act; California Hazardous Waste Control Act.
- D. Except as hereinafter provided and as provided in SAWPA's Ordinance No. 4 (and amendments and successors thereto), EMWD shall continue to exercise jurisdiction and control, as outlined in the SARI System Treatment and Disposal Agreement, over all discharges located within EMWD's territorial boundaries that are tributary and discharge to SAWPA's SARI System. In addition, within its territorial boundaries, EMWD shall have:
 - 1. The responsibility to issue Waste Discharge Permits [Permits] and to enforce violations of Permit requirements;
 - 2. The responsibility to monitor wastewater flows and perform inspections at EMWD's expense;
 - 3. The responsibility to collect any noncompliance fines, fees, user charges, taxes, capital recovery fees, and other lawful charges as levied by EMWD;
 - 4. The responsibility to prepare and submit appropriate Quarterly and Annual Reports about the administration of EMWD's Nonreclaimable Waste Line Use Ordinance [NWLULO], and this agreement to the US Environmental Protection Agency [USEPA], the Santa Ana Regional Water Quality Control Board, and SAWPA.

Section 2. Permitting Procedures

- A. All direct and indirect dischargers seeking NWL service from EMWD shall file with EMWD a permit application as set forth in the NWLULO. After EMWD has determined that the application is complete, EMWD shall develop the permit requirements and forward the permit information and the permit to SAWPA for its review. EMWD will not issue the permit to the proposed discharger until after SAWPA has reviewed the permit application and the proposed permit requirements, and given written approval to EMWD. SAWPA shall deliver said approval to EMWD within 25 business days after receipt of the application. SAWPA shall not unreasonably withhold such approval.

If SAWPA requires additional data or information, or should SAWPA take exceptions to any of the proposed permit conditions, or wish to include any additional limitations or provisions, SAWPA will notify EMWD within the 25-day period. SAWPA will provide its approval or refusal within fifteen (15) business days after receiving EMWD's response to SAWPA's request. Special meetings between EMWD and SAWPA, or EMWD, SAWPA and the proposed discharger, may be necessary during the permit review process. Any party can

request such meetings, but shall be arranged by EMWD. SAWPA requests for additional data and/or information from the discharge applicant shall be made through EMWD.

- B. EMWD's and SAWPA's ordinances give each agency the authority to modify and change permit conditions and terms during the life of the permit. Where one party proposes changes to permit terms and conditions, that party shall promptly notify the other party. EMWD may elect to impose discharge requirements more stringent than those of SAWPA.
- C. The same procedure as set forth in Section 2 A above, shall apply to renewals, modifications or changes in terms or conditions of permits. Copies of all permits, renewed permits and modified permits, signed by EMWD, shall be forwarded to SAWPA within fifteen (15) days of issuance.

Section 3. Monitoring

- A. EMWD shall have the primary responsibility for scheduled and unscheduled monitoring of all direct and indirect dischargers tributary to the NWL. The responsibility of EMWD to maintain an adequate monitoring program does not preclude SAWPA from obtaining data through their own monitoring efforts. Should SAWPA require specific wastewater quality data, SAWPA shall first request the information from EMWD.
- B. EMWD may request a self-monitoring program by the discharger. Any such self-monitoring program shall be set forth in the permit requirements as established by EMWD and approved by SAWPA. EMWD shall provide SAWPA with copies of each discharger's self-monitoring results.
- C. Each party shall give the other copies of reports for all monitoring, sampling or laboratory testing that it performs on dischargers attached to the NWL, and agrees to exchange all information as obtained.
- D. Except in an emergency, SAWPA shall only monitor dischargers connected to the NWL after notifying EMWD as soon as possible, but not less than twenty-four (24) hours in advance, in order to let EMWD have a representative present. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (i.e., fax, or E-mail).

Section 4. Inspection

- A. Inspection of each discharger to the NWL shall be the primary responsibility of EMWD. EMWD shall maintain and carry out an inspection program and shall document the inspections with a written report. The inspections shall follow the State of California Pretreatment Program Implementation Guidance Manual.
- B. EMWD shall immediately notify SAWPA of any discharge which presents an imminent danger to the public health, safety or welfare, or which threatens to interfere with the operation of the SAWPA SARI or OCSD sewerage systems. Similarly, SAWPA shall immediately notify EMWD of any discharge entering the SAWPA or OCSD sewerage

systems from EMWD that is determined to present an imminent danger to the public health, safety or welfare, or to the local environment, or which threatens to interfere with operations of the SAWPA SARI or OCSD sewerage systems or which may violate SAWPA's Ordinance No. 4 (and amendments and successors thereto).

- C. The number and timing of inspections will depend upon various factors, including the volume of the discharge, the nature of the discharge, and status of compliance. SAWPA may, at its option, participate with EMWD in any inspection. EMWD shall determine the frequency of such joint routine inspections needed to ensure the quality of the discharge. In no event shall the inspections of each discharger be done less than twice annually or less than the minimum number required by SAWPA's Ordinance No. 4 (and amendments and successors thereto), and federal or state law or regulation.
- D. Should SAWPA wish to initiate an inspection of any discharger connected to the NWL, it may do so as SAWPA may deem necessary. Except in an emergency, SAWPA shall notify EMWD of its intent, as soon as possible, but not less than twenty-four (24) hours in advance to allow EMWD to have a representative present during the inspection. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (fax or E-mail).

Section 5. Reporting

A good communication and information exchange between EMWD and SAWPA is essential to promote and sustain a successful, effective and efficient working relationship. It shall be the practice that all data on all point sources relating to discharge quality, and other information produced from monitoring, inspection and enforcement conducted or received by EMWD on the NWL dischargers shall be communicated to SAWPA. Specifically, EMWD shall make available to SAWPA the following reports:

- A. Monthly activity report detailing the number and identification of new and existing permittees, inspections, enforcement actions, and monitoring data,
- B. Copies of enforcement correspondence,
- C. Monthly flow and quality data for the discharge to the SARI System at the monitoring station at the junction between the NWL and the TVRI,
- D. Quarterly Report and Annual Report summarizing items A., B., and C. above.

Section 6. Enforcement - Primary Responsibility

- A. EMWD, through its NWLUO, shall have the primary responsibility for enforcing all EMWD waste discharge policies and procedures concerning all permit terms and conditions.
- B. EMWD shall inform SAWPA of all dischargers who are in noncompliance with any of the provisions of their discharge permit or the EMWD NWLUO and what action EMWD will take to enforce the provisions of the discharge permit and/or EMWD's NWLUO.

- C. EMWD shall develop, implement and enforce an industrial pretreatment program and assume all obligations set forth in Title 40, Code of Federal Regulations, Part 403 which includes notification to all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standard. EMWD shall require all agencies not within EMWD's jurisdiction that discharge to the NWL to enter a Multijurisdictional Pretreatment Agreement with EMWD, setting forth the respective obligations to develop and implement a pretreatment program. EMWD agrees that if there are amendments to applicable Federal statutes or regulations, it will amend its ordinance to comply with the new Federal requirements. SAWPA shall advise EMWD of any changes in the SAWPA pretreatment requirements that will affect EMWD.
- D. SAWPA may periodically review EMWD's ordinance and amendments thereto, and any multijurisdictional agreements concerning discharge of waste to the NWL, for compliance with all applicable federal, state and local laws. SAWPA may periodically review the enforcement efforts of EMWD, and any other agency having discharge rights to the NWL pursuant to contract with EMWD, to determine whether pretreatment requirements are being diligently enforced.

SAWPA may periodically review EMWD's pretreatment program activities to ensure that EMWD, and any other agency having discharge rights to the NWL pursuant to contract with EMWD, is adequately administering its pretreatment program in compliance with applicable federal, state and local laws, including SAWPA requirements.

- E. EMWD shall adopt a nonreclaimable waste line use ordinance that meets or exceeds the requirements of OCSD's Ordinance regulating the discharges into its plant from the SARI System and SAWPA's Ordinance No. 4 (and amendments and successors thereto), and all applicable federal, state and local laws and regulations.

Section 7. SAWPA's Enforcement Process

- A. In the event EMWD fails to fulfill any pretreatment requirement in a timely manner, including taking adequate enforcement action against noncompliant users discharging through EMWD to SAWPA, SAWPA may take such action consistent with its Ordinance No. 4 (and amendments and successors thereto).
- B. Where a discharger to the EMWD NWL reasonably appears to present an imminent danger to the public health, safety, or welfare, or presents or may present imminent danger to the environment, or threatens to interfere with the operation of the SAWPA SARI or OCSD sewerage systems, SAWPA may immediately initiate steps to identify the source of the discharge, and to halt said discharge. In the event this is unable to be effected successfully, SAWPA may suspend all or part of EMWD's use of SAWPA's facilities until the danger has been abated. Besides the actions above, SAWPA may seek injunctive relief against EMWD, any agency having discharge rights to the NWL pursuant to contract with EMWD, and/or any user contributing to the emergency condition, and/or may pursue other self-help remedies.

Section 8. Indemnity

EMWD shall indemnify SAWPA for all damages, fines, and costs incurred by SAWPA imposed by a regulatory agency or a court of competent jurisdiction as a result of waste discharge from EMWD, or agencies that have discharge rights to the NWL pursuant to contract with EMWD. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or costs resulting from injury to SAWPA personnel, damages to SAWPA facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

SAWPA shall indemnify EMWD for all damages, fines, and costs incurred by EMWD, imposed by a regulatory agency or a court of competent jurisdiction, as a result of waste discharge from the negligence of SAWPA, its member agencies, or contract agencies. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or costs resulting from injury to EMWD personnel, damages to EMWD facilities, disruption of treatment processes or operations, and other air, and water quality violations.

Section 9. Amendments and Modifications

The terms of this Agreement may be amended only by written agreement by both parties. The parties shall review, and revise as necessary this Agreement at least every three years from the effective date.

Section 10. Notice

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, shall be delivered in person, by electronic telecommunication, or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon personal delivery or seventy-two (72) hours after deposit in the mail of the United States Postal Service in Riverside County, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority
Attention: General Manager
11615 Sterling Avenue
Riverside, CA 92503

To EMWD:

Eastern Municipal Water District
Attention: General Manager
P.O. Box 8300
2270 Trumble Road
Perris CA 92572-8300

Section 11. Rights and Responsibilities of Orange County Sanitation Districts Retained

The parties to this Agreement understand and agree that Orange County Sanitation District retains its rights and responsibilities as defined in the Memorandum of Understanding between Santa Ana Watershed Project Authority and County Sanitation District of Orange County Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor, executed and effective on April 1, 1991. This Agreement in no way diminishes the effectiveness or reduces the scope of the above named Memorandum of Understanding.

The parties hereto have executed this agreement on the date shown above.

EASTERN MUNICIPAL WATER DISTRICT

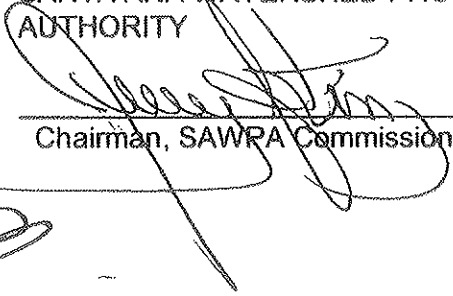


Anthony J. Pack, General Manager

ATTEST:


Mary C. White, Secretary

SANTA ANA WATERSHED PROJECT
AUTHORITY



Chairman, SAWRA Commission

ATTEST:


Secretary of the Commission

**Multijurisdictional Pretreatment Agreement Between
San Bernardino Valley Municipal Water District
and
Santa Ana Watershed Project Authority**

This Agreement is entered into this 8th day of April 2003 between San Bernardino Valley Municipal Water District [SBVMWD] and Santa Ana Watershed Protection Authority [SAWPA].

RECITALS

Whereas, SAWPA owns and operates the Santa Ana Regional Interceptor [SARI] which discharges to Orange County Sanitation District's [OCSD] wastewater treatment plant; and

Whereas, SBVMWD contemplates developing a collection system that discharges to the SARI; and

Whereas, SAWPA must carry out and enforce a pretreatment program to control discharges from all industrial users of its collection system pursuant to requirements set out in agreements with OCSD, SAWPA Ordinance No. 4, and as required by 40 CFR 403; and

Whereas, SBVMWD wants to use the OCSD treatment facilities and the SARI and recognizes its industrial waste control obligations under the applicable OCSD's Ordinance, SAWPA's Ordinance No. 4, and federal and state laws and regulations; and

Whereas, SBVMWD is establishing an industrial waste pretreatment program which shall be submitted to SAWPA for approval.

AGREEMENT

Now, therefor, the following agreement is hereby understood:

Section 1. Retention of Powers

- A. Subject to the provisions of SAWPA's Ordinance No. 4 (and amendments and successors thereto), neither SAWPA nor SBVMWD, by entering into this agreement, relinquishes to the other, any of its independent statutory or other powers and responsibilities concerning the provisions of sewer service; promulgation, administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities, nor by entering into this agreement, does either party recognize any changes or modifications in the SARI System Treatment and Disposal Agreements or SARI Capacity Agreements. However, by entering into this agreement, the parties do agree to the cooperative implementation of required powers and responsibilities, including SAWPA's Ordinance No. 4 (and amendments and successors thereto), for insuring the quality wastewaters tributary from SBVMWD's area to the SARI System.
- B. Both SAWPA and SBVMWD further acknowledge and agree that both parties must maintain comprehensive industrial pretreatment programs.
- C. This agreement provides no authorization for any discharge by any user, to SBVMWD's sewer system or SAWPA's SARI System, of any waste which is subject to regulation or

prohibition under the terms of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980; Toxic Substances Control Act; California Hazardous Waste Control Act.

- D. Except as hereinafter provided and as provided in SAWPA's Ordinance No. 4 (and amendments and successors thereto), SBVMWD shall continue to exercise jurisdiction and control, as outlined in the SARI System Treatment and Disposal Agreement (SBVMWD), over all discharges located within SBVMWD's territorial boundaries that are tributary and discharge to SAWPA's SARI System. In addition, within its territorial boundaries, SBVMWD shall have:
1. The responsibility to issue Waste Discharge Permits [Permits] and to enforce violations of Permit requirements;
 2. The responsibility to monitor wastewater flows and perform inspections at SBVMWD's expense;
 3. The responsibility to collect any noncompliance fines, fees, user charges, taxes, capital recovery fees, and other lawful charges as levied by SBVMWD;
 4. The responsibility to prepare and submit appropriate Quarterly and Annual Reports about the administration of SBVMWD's Nonreclaimable Waste Line Use Ordinance [NWLJO], and this agreement to the US Environmental Protection Agency [USEPA], the Santa Ana Regional Water Quality Control Board, and SAWPA.

Section 2. Permitting Procedures

- A. All direct and indirect dischargers seeking NWL service from SBVMWD shall file with SBVMWD a permit application as set forth in the NWLJO. After SBVMWD has determined that the application is complete, SBVMWD shall develop the permit requirements and forward the permit information and the permit to SAWPA for its review. SBVMWD will not issue the permit to the proposed discharger until after SAWPA has reviewed the permit application and the proposed permit requirements, and given written approval to SBVMWD. SAWPA shall deliver said approval to SBVMWD within 25 business days after receipt of the application. SAWPA shall not unreasonably withhold such approval.

If SAWPA requires additional data or information, or should SAWPA take exceptions to any of the proposed permit conditions, or wish to include any additional limitations or provisions, SAWPA will notify SBVMWD within the 25-day period. SAWPA will provide its approval or refusal within fifteen (15) business days after receiving SBVMWD's response to SAWPA's request. Special meetings between SBVMWD and SAWPA, or SBVMWD, SAWPA and the proposed discharger, may be necessary during the permit review process. Any party can request such meetings, but shall be arranged by SBVMWD. SAWPA requests for additional data and/or information from the discharge applicant shall be made through SBVMWD.

- B. SBVMWD's and SAWPA's ordinances give each agency the authority to modify and change permit conditions and terms during the life of the permit. Where one party proposes changes to permit terms and conditions, that party shall promptly notify the other party. SBVMWD may elect to impose discharge requirements more stringent than those of SAWPA.

- C. The same procedure as set forth in Section 2 A above, shall apply to renewals, modifications or changes in terms or conditions of permits. Copies of all permits, renewed permits and modified permits, signed by SBVMWD, shall be forwarded to SAWPA within fifteen (15) days of issuance.

Section 3. Monitoring

- A. SBVMWD shall have the primary responsibility for scheduled and unscheduled monitoring of all direct and indirect dischargers tributary to the NWL. The responsibility of SBVMWD to maintain an adequate monitoring program does not preclude SAWPA from obtaining data through their own monitoring efforts. Should SAWPA require specific wastewater quality data, SAWPA shall first request the information from SBVMWD.
- B. SBVMWD may request a self-monitoring program by the discharger. Any such self-monitoring program shall be set forth in the permit requirements as established by SBVMWD and approved by SAWPA. SBVMWD shall provide SAWPA with copies of each discharger's self-monitoring results.
- C. Each party shall give the other copies of reports for all monitoring, sampling or laboratory testing that it performs on dischargers attached to the NWL, and agrees to exchange all information as obtained.
- D. Except in an emergency, SAWPA shall only monitor dischargers connected to the NWL after notifying SBVMWD as soon as possible, but not less than twenty-four (24) hours in advance, in order to let SBVMWD have a representative present. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (i.e., fax, or E-mail).

Section 4. Inspection

- A. Inspection of each discharger to the NWL shall be the primary responsibility of SBVMWD. SBVMWD shall maintain and carry out an inspection program and shall document the inspections with a written report. The inspections shall follow the State of California Pretreatment Program Implementation Guidance Manual.
- B. SBVMWD shall immediately notify SAWPA of any discharge which presents an imminent danger to the public health, safety or welfare, or which threatens to interfere with the operation of the SAWPA SARI or OCSD sewerage systems. Similarly, SAWPA shall immediately notify SBVMWD of any discharge entering the SAWPA or OCSD sewerage systems from SBVMWD that is determined to present an imminent danger to the public health, safety or welfare, or to the local environment, or which threatens to interfere with operations of the SAWPA SARI or OCSD sewerage systems or which may violate SAWPA's Ordinance No. 4 (and amendments and successors thereto).
- C. The number and timing of inspections will depend upon various factors, including the volume of the discharge, the nature of the discharge, and status of compliance. SAWPA may, at its option, participate with SBVMWD in any inspection. SBVMWD shall determine the frequency of such joint routine inspections needed to ensure the quality of the discharge. In no event shall the inspections of each discharger be done less than twice annually or less than the minimum number required by SAWPA's Ordinance No. 4 (and amendments and successors thereto), and federal or state law or regulation.

- D. Should SAWPA wish to initiate an inspection of any discharger connected to the NWL, it may do so as SAWPA may deem necessary. Except in an emergency, SAWPA shall notify SBVMWD of its intent, as soon as possible, but not less than twenty-four (24) hours in advance to allow SBVMWD to have a representative present during the inspection. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (fax or E-mail).

Section 5. Reporting

A good communication and information exchange between SBVMWD and SAWPA is essential to promote and sustain a successful, effective and efficient working relationship. It shall be the practice that all data on all point sources relating to discharge quality, and other information produced from monitoring, inspection and enforcement conducted or received by SBVMWD on the NWL dischargers shall be communicated to SAWPA. Specifically, SBVMWD shall make available to SAWPA the following reports:

- A. Monthly activity report detailing the number and identification of new and existing permittees, inspections, enforcement actions, and monitoring data,
- B. Copies of enforcement correspondence,
- C. Monthly flow and quality data for the discharge to the SARI System at monitoring station(s) as agreed to by the parties to this agreement,
- D. Quarterly Report and Annual Report summarizing items A., B., and C. above.

Section 6. Enforcement - Primary Responsibility

- A. SBVMWD, through its NWLUO, shall have the primary responsibility for enforcing all SBVMWD waste discharge policies and procedures concerning all permit terms and conditions.
- B. SBVMWD shall inform SAWPA of all dischargers who are in noncompliance with any of the provisions of their discharge permit or the SBVMWD NWLUO and what action SBVMWD will take to enforce the provisions of the discharge permit and/or SBVMWD's NWLUO.
- C. SBVMWD shall develop, implement and enforce an industrial pretreatment program and assume all obligations set forth in Title 40, Code of Federal Regulations, Part 403 which includes notification to all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standard. SBVMWD shall require all agencies not within SBVMWD's jurisdiction that discharge to the NWL to enter a Multijurisdictional Pretreatment Agreement with SBVMWD, setting forth the respective obligations to develop and implement a pretreatment program. SBVMWD agrees that if there are amendments to applicable Federal statutes or regulations, it will amend its ordinance to comply with the new Federal requirements. SAWPA shall advise SBVMWD of any changes in the SAWPA pretreatment requirements that will affect SBVMWD.

- D. SAWPA may periodically review SBVMWD's ordinance and amendments thereto, and any multijurisdictional agreements concerning discharge of waste to the NWL, for compliance with all applicable federal, state and local laws. SAWPA may periodically review the enforcement efforts of SBVMWD, and any other agency having discharge rights to the NWL pursuant to contract with SBVMWD, to determine whether pretreatment requirements are being diligently enforced.

SAWPA may periodically review SBVMWD's pretreatment program activities to ensure that SBVMWD, and any other agency having discharge rights to the NWL pursuant to contract with SBVMWD, is adequately administering its pretreatment program in compliance with applicable federal, state and local laws, including SAWPA requirements.

- E. SBVMWD shall adopt a nonreclaimable waste line use ordinance that meets or exceeds the requirements of OCSD's Ordinance regulating the discharges into its plant from the SARI System and SAWPA's Ordinance No. 4 (and amendments and successors thereto), and all applicable federal, state and local laws and regulations.

Section 7. SAWPA's Enforcement Process

- A. In the event SBVMWD fails to fulfill any pretreatment requirement in a timely manner, including taking a adequate enforcement action against noncompliant users discharging through SBVMWD to SAWPA, SAWPA may take such action consistent with its Ordinance No. 4 (and amendments and successors thereto).
- B. Where a discharger to the SBVMWD NWL reasonably appears to present an imminent danger to the public health, safety, or welfare, or presents or may present imminent danger to the environment, or threatens to interfere with the operation of the SAWPA SARI or OCSD sewerage systems, SAWPA may immediately initiate steps to identify the source of the discharge, and to halt said discharge. In the event this is unable to be effected successfully, SAWPA may suspend all or part of SBVMWD's use of SAWPA's facilities until the danger has been abated. Besides the actions above, SAWPA may seek injunctive relief against SBVMWD, any agency having discharge rights to the NWL pursuant to contract with SBVMWD, and/or any user contributing to the emergency condition, and/or may pursue other self-help remedies.

Section 8. Indemnity

SBVMWD shall indemnify SAWPA for all damages, fines, and costs incurred by SAWPA imposed by a regulatory agency or a court of competent jurisdiction as a result of waste discharge from SBVMWD, or agencies that have discharge rights to the NWL pursuant to contract with SBVMWD. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or costs resulting from injury to SAWPA personnel, damages to SAWPA facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

SAWPA shall indemnify SBVMWD for all damages, fines, and costs incurred by SBVMWD, imposed by a regulatory agency or a court of competent jurisdiction, as a result of waste discharge from the negligence of SAWPA, its member agencies, or contract agencies. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or

costs resulting from injury to SBVMWD personnel, damages to SBVMWD facilities, disruption of treatment processes or operations, and other air, and water quality violations.

Section 9. Amendments and Modifications

The terms of this Agreement may be amended only by written agreement by both parties. The parties shall review, and revise as necessary this Agreement at least every three years from the effective date.

Section 10. Notice

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, shall be delivered in person, by electronic telecommunication, or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon personal delivery or seventy-two (72) hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority
Attention: General Manager
11615 Sterling Avenue
Riverside, CA 92503

To SBVMWD:

San Bernardino Valley Municipal Water District
Attention: General Manager
P.O. Box 5906
1350 South E Street
San Bernardino, CA 92408-2725

Section 11. Rights and Responsibilities of Orange County Sanitation Districts Retained

The parties to this Agreement understand and agree that Orange County Sanitation District retains its rights and responsibilities as defined in the Memorandum of Understanding between Santa Ana Watershed Project Authority and County Sanitation District of Orange County Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor, executed and effective on April 1, 1991. This Agreement in no way diminishes the effectiveness or reduces the scope of the above named Memorandum of Understanding.

The parties hereto have executed this agreement on the date shown above.


SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT


C. Patrick Milligan, President

ATTEST:

Linda Barnett Recording Secretary
Secretary

SANTA ANA WATERSHED PROJECT
AUTHORITY


S. R. Al Lopez, Commission Chair

ATTEST:

Edward B. Killian
Secretary of the Commission

CM5204 attach 1 rev DW4-2 4-8-03

**Multijurisdictional Pretreatment Agreement Between
Inland Empire Utilities Agency
and
Santa Ana Watershed Project Authority**

This Agreement is entered into this 20 day of May 2003 between Inland Empire Utilities Agency [IEUA] and Santa Ana Watershed Protection Authority [SAWPA].

RECITALS

Whereas, SAWPA owns and operates the Santa Ana Regional Interceptor [SARI] which discharges to Orange County Sanitation District's [OCSD] wastewater treatment plant; and

Whereas, IEUA owns and operates a collection system that discharges to the SARI; and

Whereas, SAWPA must carry out and enforce a pretreatment program to control discharges from all industrial users of its collection system pursuant to requirements set out in agreements with OCSD, SAWPA Ordinance No. 4, and as required by 40 CFR 403; and

Whereas, IEUA is a current user of the OCSD treatment facilities and the SARI and recognizes its industrial waste control obligations under the applicable OCSD's Ordinance, SAWPA's Ordinance No. 4, and federal and state laws and regulations; and

Whereas, IEUA has an industrial waste pretreatment program approved by the State of California and the United States Environmental Protection Agency.

AGREEMENT

The following agreement is hereby understood:

Section 1. Retention of Powers

- A. Subject to the provisions of SAWPA's Ordinance No. 4 (and amendments and successors thereto), neither SAWPA nor IEUA, by entering into this agreement, relinquishes to the other, any of its independent statutory or other powers and responsibilities concerning the provisions of sewer service; promulgation, administration and enforcement of waste discharge requirements; or operation of its publicly-owned sewer facilities, nor by entering into this agreement, does either party recognize any changes or modifications in the SARI System Treatment and Disposal Agreements or SARI Capacity Agreements. However, by entering into this agreement, the parties do agree to the cooperative implementation of required powers and responsibilities, including SAWPA's Ordinance No. 4 (and amendments and successors thereto), for insuring the quality wastewaters tributary from IEUA's Non-Reclaimable Waste System [NRWS] to the SARI System.

- B. Both SAWPA and IEUA further acknowledge and agree that both parties must maintain comprehensive industrial pretreatment programs.
- C. This agreement provides no authorization for any discharge by any user, to IEUA's sewer system or SAWPA's SARI System, of any waste which is subject to regulation or prohibition under the terms of the Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980; Toxic Substances Control Act; California Hazardous Waste Control Act.
- D. Except as hereinafter provided and as provided in SAWPA's Ordinance No. 4 (and amendments and successors thereto), IEUA shall continue to exercise jurisdiction and control, as outlined in the SARI System Treatment and Disposal Agreement (IEUA), over all discharges located within IEUA's territorial boundaries that are tributary and discharge to SAWPA's SARI System. In addition, within its territorial boundaries, IEUA shall have:
 - 1. The responsibility to issue Waste Discharge Permits [Permits] and to enforce violations of Permit requirements;
 - 2. The responsibility to monitor wastewater flows and perform inspections at IEUA's expense;
 - 3. The responsibility to collect any noncompliance fines, fees, user charges, taxes, capital recovery fees, and other lawful charges as levied by IEUA;
 - 4. The responsibility to prepare and submit appropriate Quarterly and Annual Reports about the administration of IEUA's NRWS Ordinance and this agreement to the US Environmental Protection Agency [USEPA], the Santa Ana Regional Water Quality Control Board, and SAWPA.

Section 2. Permitting Procedures

- A. All direct and indirect dischargers seeking NRWS service from IEUA shall file with IEUA a permit application as set forth in the IEUA NRWS Ordinance. After IEUA has determined that the application is complete, IEUA shall develop the permit requirements and forward the permit information and the permit to SAWPA for its review. IEUA will not issue the permit to the proposed discharger until after SAWPA has reviewed the permit application and the proposed permit requirements, and given written approval to IEUA. SAWPA shall deliver said approval to IEUA within 25 business days after receipt of the application. SAWPA shall not unreasonably withhold such approval.

Upon written request from IEUA, SAWPA at its sole discretion may allow emergency-one-time discharges from industries whose permit is under review and consideration by SAWPA.

If SAWPA requires additional data or information, or should SAWPA take exceptions to any of the proposed permit conditions, or wish to include any additional limitations or provisions, SAWPA will notify IEUA within the 25-day period. SAWPA will provide its approval or refusal within fifteen (15) business days after receiving IEUA's response to SAWPA's request. Special meetings between IEUA and SAWPA, or IEUA, SAWPA and the proposed discharger, may be necessary during the permit review process. Any party can request such meetings, but shall be arranged by IEUA. SAWPA requests for additional data and/or information from the discharge applicant shall be made through IEUA.

- B. IEUA's and SAWPA's ordinances give each agency the authority to modify and change permit conditions and terms during the life of the permit. Where one party proposes changes to permit terms and conditions, that party shall promptly notify the other party. IEUA may elect to impose discharge requirements more stringent than those of SAWPA.
- C. The same procedure as set forth in Section 2 A above, shall apply to renewals, modifications or changes in terms or conditions of permits. Copies of all permits, renewed permits and modified permits, signed by IEUA, shall be forwarded to SAWPA within fifteen (15) days of issuance.

Section 3. Monitoring

- A. IEUA shall have the primary responsibility for scheduled and unscheduled monitoring of all direct and indirect dischargers tributary to the NRWS. The responsibility of IEUA to maintain an adequate monitoring program does not preclude SAWPA from obtaining data through their own monitoring efforts.
- B. IEUA may request a self-monitoring program by the discharger. Any such self-monitoring program shall be set forth in the permit requirements as established by IEUA and approved by SAWPA. Upon request by SAWPA, IEUA shall provide SAWPA with copies of each discharger's self-monitoring results.
- C. Each party shall give the other copies of requested reports for all monitoring, sampling or laboratory testing that it performs on dischargers attached to the NWL, and agrees to exchange all information requested.
- D. Except in an emergency, SAWPA shall only monitor dischargers connected to the NRWS after notifying IEUA as soon as possible, but not less than twenty-four (24) hours in advance, in order to let IEUA have a representative present. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (i.e., fax, or E-mail).

Section 4. Inspection

- A. Inspection of each discharger to the NWL shall be the primary responsibility of IEUA. IEUA shall maintain and carry out an inspection program and shall document the inspections with a written report. The inspections shall follow the EPA Pretreatment Program Implementation

Guidance Manual.

- B. IEUA shall immediately notify SAWPA of any discharge which presents an imminent danger to the public health, safety or welfare, or which threatens to interfere with the operation of the SARI or OCSD sewerage systems. Similarly, SAWPA shall immediately notify IEUA of any discharge entering the SARI or OCSD sewerage systems from IEUA that is determined to present an imminent danger to the public health, safety or welfare, or to the local environment, or which threatens to interfere with operations of the SARI or OCSD sewerage systems or which may violate SAWPA's Ordinance No. 4 (and amendments and successors thereto).
- C. The number and timing of inspections will depend upon various factors, including the volume of the discharge, the nature of the discharge, and status of compliance. SAWPA may, at its option, participate with IEUA in any inspection. IEUA shall determine the frequency of such joint routine inspections needed to ensure the quality of the discharge. In no event shall the inspections of each discharger be done less than the minimum required by EPA, state law or regulation.
- D. Should SAWPA wish to initiate an inspection of any discharger connected to the NRWS, it may do so as SAWPA may deem necessary. Except in an emergency, SAWPA shall notify IEUA of its intent, as soon as possible, but not less than twenty-four (24) hours in advance to allow IEUA to have a representative present during the inspection. Such notice may be given by telephone, confirmed in writing or by electronic telecommunication (fax or E-mail).

Section 5. Reporting

A good communication and information exchange between IEUA and SAWPA is essential to promote and sustain a successful, effective and efficient working relationship. It shall be the practice that all data on all point sources relating to discharge quality and other information produced from monitoring, inspection and enforcement conducted or received by IEUA on the NRWS dischargers shall be communicated to SAWPA. Specifically, IEUA shall make available to SAWPA the following reports:

- A. Quarterly activity report detailing the number and identification of new and existing permittees, inspections, enforcement actions, and monitoring data,
- B. Copies of enforcement correspondence if applicable,
- C. Quarterly flow and quality data for the discharge to the SARI System,
- D. Annual Report summarizing items A., B., and C. above.

Section 6. Enforcement - Primary Responsibility

- A. IEUA, through its NRWS Ordinance, shall have the primary responsibility for enforcing all

IEUA waste discharge policies and procedures concerning all permit terms and conditions.

- B. IEUA shall inform SAWPA of all dischargers who are in noncompliance with any of the provisions of their discharge permit or the IEUA NRWS and what action IEUA will take to enforce the provisions of the discharge permit and/or IEUA's NRWS.
- C. IEUA through its EPA-approved industrial pretreatment program shall assume all obligations set forth in Title 40, Code of Federal Regulations, Part 403 which includes notification to all affected industrial users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standard. IEUA agrees that if there are amendments to applicable Federal statutes or regulations, it will amend its ordinance to comply with the new Federal requirements. SAWPA shall advise IEUA of any changes in the SAWPA pretreatment requirements that will affect IEUA.
- D. SAWPA may periodically review IEUA's NRWS Ordinance and amendments thereto, and any multijurisdictional agreements concerning discharge of waste to the NRWS, for compliance with all applicable federal, state and local laws. SAWPA may periodically review the enforcement efforts of IEUA, and any other agency having discharge rights to the NRWS pursuant to contract with IEUA, to determine whether pretreatment requirements are being diligently enforced.

SAWPA may periodically review IEUA's pretreatment program activities to ensure that IEUA, and any other agency having discharge rights to the NWL pursuant to contract with IEUA, is adequately administering its pretreatment program in compliance with applicable federal, state and local laws, including SAWPA requirements.

- E. IEUA NRWS Ordinance shall specify permit and discharge requirements that are not less stringent than the requirements of OCSD's Ordinance regulating discharges into its plant as stated in SAWPA's Ordinance No. 4 (and amendments and successors thereto), regulating discharges to the SARI, and all applicable federal, state and local laws and regulations.

Section 7. SAWPA's Enforcement Process

- A. In the event IEUA fails to fulfill any pretreatment requirement in a timely manner, including taking adequate enforcement action against noncompliant users discharging through IEUA to SAWPA, SAWPA may take such action consistent with its Ordinance No. 4 (and amendments and successors thereto).
- B. Where a discharger to the IEUA NRWS reasonably appears to present an imminent danger to the public health, safety, or welfare, or presents or may present imminent danger to the environment, or threatens to interfere with the operation of the SAWPA SARI or OCSD sewerage systems, SAWPA may immediately initiate steps to identify the source of the discharge, and to halt said discharge. In the event this is unable to be effected successfully, SAWPA may suspend all or part of IEUA's use of SAWPA's facilities until the danger has been abated. Besides the actions above, SAWPA may seek injunctive relief against IEUA,

any agency having discharge rights to the NRWS pursuant to contract with IEUA, and/or any user contributing to the emergency condition, and/or may pursue other remedies.

Section 8. Indemnity

IEUA shall indemnify SAWPA for all damages, fines, and costs incurred by SAWPA imposed by a regulatory agency or a court of competent jurisdiction as a result of waste discharge from IEUA, or agencies that have discharge rights to the NRWS pursuant to contract with IEUA. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or costs resulting from injury to SAWPA personnel, damages to SAWPA facilities, disruption of treatment processes or operations, degradation of sludge quality, NPDES permit violations, and other air, water, and sludge quality violations.

SAWPA shall indemnify IEUA for all damages, fines, and costs incurred by IEUA, imposed by a regulatory agency or a court of competent jurisdiction, as a result of waste discharge from the negligence of SAWPA, its member agencies, or contract agencies. Said amounts for indemnification will include, but not be limited to, fines, fees, penalties, charges, or costs resulting from injury to IEUA personnel, damages to IEUA facilities, disruption of treatment processes or operations, and other air, and water quality violations.

Section 9. Amendments and Modifications

The terms of this Agreement may be amended only by written agreement by both parties. The parties shall review, and revise as necessary this Agreement at least every three years from the effective date.

Section 10. Notice

Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, shall be delivered in person, by electronic telecommunication, or sent by registered mail or certified mail, return receipt requested, and shall be deemed received upon personal delivery or seventy-two (72) hours after deposit in the mail of the United States Postal Service in Riverside County, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority
Attention: General Manager
11615 Sterling Avenue
Riverside, CA 92503

To IEUA:

Inland Empire Utilities Agency
Attention: General Manager
P.O. Box 697

9400 Cherry Avenue, Building A
Fontana, CA 92335-5359

Section 11. Rights and Responsibilities of Orange County Sanitation Districts Retained

The parties to this Agreement understand and agree that Orange County Sanitation District retains its rights and responsibilities as defined in the Memorandum of Understanding between Santa Ana Watershed Project Authority and County Sanitation District of Orange County Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor, executed and effective on April 1, 1991. This Agreement in no way diminishes the effectiveness or reduces the scope of the above named Memorandum of Understanding.

The parties hereto have executed this agreement on the date shown above.

INLAND EMPIRE UTILITIES AGENCY



Richard W. Atwater, General Manager

ATTEST:


Angel Santiago, Secretary

SANTA ANA WATERSHED PROJECT
AUTHORITY


Chairman, SAWPA Commission

ATTEST:


Secretary of the Commission

Appendix C
Jurupa CSD FOG Ordinance

June 23, 2006

Carole McGreevy, General Manager
Jurupa Community Services District
11201 Harrel Street
Mira Loma, California 91752

Subject: Review of JCSD's Fats, Oil and Grease Program

Dear Ms. McGreevy:

SAWPA has conducted a review of JCSD's Fats, Oil and Grease (FOG) Program. This review was requested by SAWPA during a June 13th meeting with Eldon Horst and Dan DuCasse. As explained during the meeting, SAWPA is experiencing a severe FOG problem at the Schleisman Road siphon (at Cucamonga Creek) on SARI Reach IV-D; JCSD has the only domestic wastewater connections upstream of this location as well as the Del Real Foods facility.

Attached is a summary of the FOG review performed by SAWPA. There are several areas requiring further attention and action by JCSD. We are available to provide technical assistance to JCSD in addressing these issues. We would like to again review the status of the JCSD FOG program in November 2006. Our expectation is that all required corrective actions will be completed by the end of November 2006.

In the short term, JCSD's immediate resolution of the Del Real Foods' enforcement action is requested. This facility is likely a major contributor to the FOG problem in the SARI. SAWPA is currently performing weekly maintenance of the Schleisman siphon to remove accumulated FOG; this situation creates a potential for a sanitary sewer overflow. Further, this maintenance activity is beyond the capability of WMWD's existing equipment and contracted services are being obtained at substantial cost. SAWPA will immediately begin invoicing JCSD \$1,000 per week until the maintenance is no longer needed.

If you have any questions regarding SAWPA's review of JCSD's FOG program, please contact Rich Haller at (951) 354-4220 or Gary DeFrese at (951) 789-5028. Thank you in advance for your cooperation.

Sincerely,

Daniel B. Cozad
General Manager

Enclosure

C: John Rossi, WMWD
Gary DeFrese, G&G Environmental

Eldon Horst, JCSD
Dan DuCasse, JCSD

Review of JCSD's FOG Program

1. Educational:

JCSD has FOG information on their website. JCSD publishes a Quarterly Newsletter for its customers and one article featured information on reducing and preventing grease from being discharged to the sewer.

This area could be improved by increasing the frequency of information presented and developing information specifically targeting restaurants and FOG generating facilities. Adding outreach mailings would assist education.

2. Ordinance:

JCSD's Ordinance 226 Sections 2.11.25, 2.12.26, 2.13.26, 2.14.27, 2.15.28, and 2.16.28 are related to JCSD's FOG program.

Adequate.

3. Permitting:

One Industrial User (IU) is currently permitted (Del Real Foods) and currently under enforcement actions to reduce there oil & grease discharge.

JCSD is considering issuing a Group Permit for all of the restaurants located in their service area.

JCSD could step up its enforcement actions on Del Real Foods but until there is an actual SSO caused by them JCSD is comfortable with the IU's progress. The IU currently pumps it's interceptor once a week and has contracted with an engineering firm to design a treatment system to control the FOG to bring them into compliance. This facility is likely a significant contributor to the downstream FOG problem being experienced by SAWPA. Passing the cleaning costs on to the IU may provide a cost signal to them.

4. Interceptor Requirements:

Interceptor requirements are located Ordinance 226 Section 2.11.25.

Adequate.

5. Inspection of Interceptors:

JCSD has 100 + restaurants with O/G interceptors. JCSD's goal is to conduct, at a minimum, one annual inspection at each site. This hasn't been accomplished.

This inspection schedule will be difficult for JCSD to accomplish with the current number of staff assigned to the pretreatment program. This is an important component of a pretreatment program. An inspection schedule should be developed and implemented.

6. **BMPs:**

Currently no BMPs are enforced or being conveyed to dischargers.

JCSD indicated this is an area they will be implementing in the near future. A compliance schedule should be developed and implemented.

7. **Plan Check Process:**

Currently the Pretreatment Specialist reviews all new industrial tenants for pretreatment requirements. (Interceptor sizing and required pretreatment equipment)

Adequate.

8. **Data Base for FOG Program:**

Program has been purchased but not being used at this time.

JCSD needs to install and begin using the data base to track their FOG program. A compliance schedule should be developed and implemented.

9. **Grease Handler List:**

Currently JCSD has not developed a list of the vendors that remove and dispose of grease.

Suggest that JCSD contact the City of Riverside and use the list they have developed.

Gary DeFrese
G&G Environmental Compliance, Inc
June 23, 2006