



Waste Discharge ID: 5SSO10993



# Sewer System Management Plan

September 2025 / FINAL



## Overview

This Sewer System Management Plan (SSMP) has been prepared for the City of Manteca (City) with technical assistance from Carollo Engineers for meeting and exceeding compliance with the State Water Resources Control Board 2022 General Waste Discharge Requirements, Order WQ 2022-0103-DWQ for Sanitary Sewer Systems.<sup>1</sup> The City provided all the details, information and institutional insights for preparing this SSMP. The document has been developed to meet the regulatory requirements, serving as a “living document” used as a tool for managing and operating the City’s sanitary sewer collection system. Additionally, the latest 2024 Sewer System Management Plan Guidance Manual<sup>2</sup> published by Bay Area Clean Water Agencies was utilized as a model for development of the document to harmonize formatting/content and incorporate recommended suggested guidance wherever possible.

The City has a proactive approach to the operations and management of the collection system. The following tables provide key City spill matrices for the past 10 years comparing the City’s spill record with state and regional system data. The City has a proven track record of outperforming the state and regional averages.

### Spill Rate Indices (spills/100 miles/year)

	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
City	0.1	0.0	0.0	0.13	0.02	1.12	0.0
State Municipal Average	1.51	2.95	0.49	0.70	0.81	2.51	0.48
Region 5 Municipal Average	1.76	1.12	1.36	1.12	1.82	3.38	0.61

Notes:

- (1) Source: Sanitary Sewer System Spill Report, Operational Performance data for January 1, 2015, through December 31, 2024.

### Net Volume Spills Indices (gallons/1,000 capita/year)

	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
City	459.69	0.0	0.0	0.08	0.0	0.54	0.0
State Municipal Average	2,016.38	44.53	6,354.46	259.36	6,678.38	34.53	13.51
Region 5 Municipal Average	3,252.98	107.48	33,608.23	794.52	18,107.18	56.48	11.16

Notes:

- (1) Source: Sanitary Sewer System Spill Report, Operational Performance data for January 1, 2015, through December 31, 2024.

<sup>1</sup> [2022 General Waste Discharge Requirements, Order WQ 2022-0103-DWQ for Sanitary Sewer Systems](#)

<sup>2</sup> [2024 Sewer System Management Plan Guidance Manual](#)



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## Abbreviations

ARV	air release valve
BMP	best management practice
CCTV	closed-circuit television
CIP	Capital Improvement Plan
City	City of Manteca
CIWQS	California Integrated Water Quality System
CMMS	computerized maintenance management system
CWA	Clean Water Act
CWEA	California Water Environment Association
d/D	maximum flow depth versus full flow depth
FE	Fundamentals of Engineering
FOG	fats, oils, and grease
FSE	food service establishment
General Order	General Order No. 2022-0103-DWQ
GIS	geographic information system
gpm	gallons per minute
I/I	inflow and infiltration
LRO	Legally Responsible Official
Municipal Code	Manteca Municipal Code
NPDES	National Pollutant Discharge Elimination System
O&M	operation and maintenance
OSHA	Occupational Safety and Health Administration
PACP	Pipeline Assessment Certification Program
PE	Professional Engineer
PWWF	peak wet weather flow
Rate Study	Cost of Service Sewer Rate Study
Regional Water Board	Regional Water Quality Control Board
SERP	Spill Emergency Response Plan
SSMP	Sewer System Management Plan
Stantec	Stantec Consulting Services, Inc.
State Water Board	State Water Resources Control Board
WQCF	Wastewater Quality Control Facility

## CHAPTER 1 INTRODUCTION

The General Order WQ 2022-0103-DWQ (General Order) specifies the following requirements with respect to the Introduction element of the Sewer System Management Plan (SSMP):

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

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

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

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

**Sewer System Asset Overview.** The SSMP Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

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

The SSMP Introduction section must provide reference to the Enrollee's up to-date map of its sanitary sewer system.

### 1.1 Regulatory Context

The regulatory requirements for sanitary sewer systems in California, particularly for entities like the City of Manteca (City), are primarily governed by the State Water Resources Control Board (State Water Board) and the Regional Water Quality Control Board (Regional Water Board), under the authority of the federal Clean Water Act (CWA) and the California Water Code.

The overarching regulatory framework is the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, specifically the General Order, which became effective on June 5, 2023, and

superseded the previous Order 2006-0003-DWQ and its amendments. These requirements apply to publicly-owned sanitary sewer systems greater than 1 mile in length, and in some cases, to smaller or privately-owned systems if mandated by the Water Boards due to spill history or other factors.

The General Order introduces four distinct spill categories based on spill volume and whether the discharge reaches surface waters. The General Order also clarifies that exfiltration of sewage is not considered a spill if it remains in the subsurface and does not reach waters of the State.

## 1.2 Update Schedule

The City uses the State Water Board's online lookup tool to ensure all required due dates for updating its SSMP and completing its required SSMP audits. Table 1.1 summarizes the City's upcoming implementation schedule.

Table 1.1 Implementation Schedule

Task	Frequency	Due Date	Begin Task
Sanitary Sewer System Service Area Boundary Map <sup>(1)</sup>	Once	December 31, 2025	December 1, 2025
Category 4 and Non-Category 1 Lateral Spills	Annual	February 1	January 1
SERP Review and Update	Annual	April 1	February 1
Annual Report	Annual	April 1	February 1
Next SSMP Audit <sup>(2)</sup>	Every 3 years	February 2, 2028	October 1, 2027
SSMP Audit <sup>(2)</sup>	Every 3 years	February 2, 2031	October 1, 2030
Next SSMP Update <sup>(3)</sup>	Every 6 Years	August 2, 2031	May 1, 2031

Notes:

SERP - Spill Emergency Response Plan

(1) Electronic Sanitary Sewer System Service Area Boundary Map Specifications: [Link](#).

(2) Per Section 5.4 and Attachment E1, Section 3.10 of the General Order, the Audit Report is due within six months after the end of the required three-year audit period.

(3) Per Section 5.5 and Attachment E1, Section 3.11 of the General Order, SSMP updates are due within six years after the required due date of the Enrollee's last SSMP Update.

## 1.3 Sewer System Asset Overview

The City is in San Joaquin County and has a service area of approximately 21.5 square miles, serving a population of approximately 85,792 people (Source: 2021 United States Census). Figure 1.1 shows the City service area. The City's Wastewater Quality Control Facility (WQCF) has a rated capacity of 9.87 million gallons per day and serves the City, City of Lathrop, and Raymus Village. The City's sewer service area is contiguous with City limits and is divided into three sewer sheds—North, South, and Central Sheds. The North Shed contributes approximately 10 percent, the South Shed contributes approximately 30 percent, and the Central Shed contributes approximately 60 percent of the flow.

The existing sewer collection system consists of approximately 250 miles of 4-inch to 60-inch diameter gravity pipelines, approximately 22 miles of 3-inch to 24-inch diameter force mains. The City's geographic information system (GIS) database includes 18 private and 21 City-owned lift stations. A summary of the City's major lift stations is summarized in Table 1.2. The City does not have any stormwater diversion structures that divert stormwater to the sanitary sewer system.



Table 1.2 Lift Station Summary

Name of Lift Station	No. of Pumps	Design Capacity, gpm	Design Head, feet	Active Status
Antigua	2	193	53	Inactive
Bella Vista	2	600	58	Inactive
Chadwick	2	875	24	Active
Curran Grove	2	140	18	Active
Eckerts Cold Storage	2	750	51	Active/Industrial Discharge Line
Evans Estates	2	729	87.1	Active
Fishback	2	100 - 203	14	Active
Frito Lay	2	200	48	Inactive
Northgate Park	1	Small sump pump and septic tank		Active
Roberts Estates	2	200	13	Active
Shadowbrook	2	812	32.9	Active
Solera	2	220	66	Inactive
Tara Park	2	Temporary lift station		Inactive
Union Road	3	7,000 x 2, 3,500	19	Active
Villa Ticino	2	510	23	Active
Woodbridge	2	1,450	50	Active
Woodward Park	2	590	38	Active

Notes:

gpm - gallons per minute

(1) Source: SSMP Audit 2023 and Master Plan 2024.



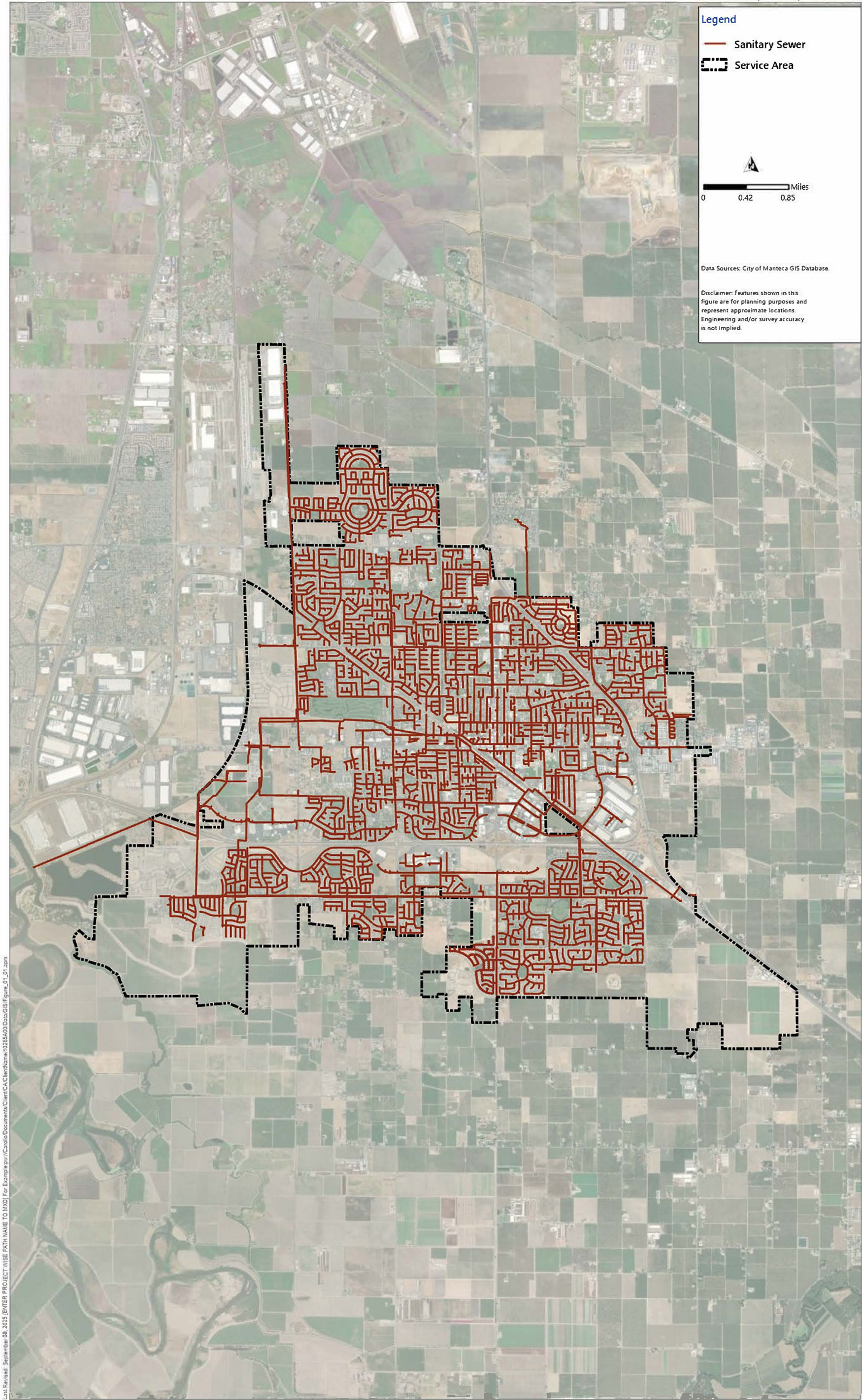


Figure 1.1 Service Area  
CITY OF MANTECA  
WASTE DISCHARGE ID: SSSO10993



The customer connection classification is presented in Table 1.3 for residential, commercial, industrial, and institutional customers.

Table 1.3 Customer Connections Classification

Use Type	Number of Connections
Residential	26,221
Commercial/Institutional	1,035
Industrial	51

## 1.4 Allocation of Resources

Section 5.7 of the General Order specifies the following requirements with the allocation of resources:

The Enrollee shall:

- Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and
- Allocate the necessary resources to its sewer system management program for:
  - a. Compliance with this General Order,
  - b. Full implementation of its updated Sewer System Management Plan,
  - c. System operation, maintenance, and repair, and
  - d. Spill responses

The City maintains various revenue sources to maintain financial stability, meet its operational needs, and manage all necessary expenditures for its wastewater collection operation. The following summarizes the sources of revenue:

- Sewer rates finance the construction, renewal, and replacement of system assets through user fees and other fees or charges.
- Capacity charges on new connections finance capital improvements that will serve the growth of both existing and new customers.

In 2024, the City hired Stantec Consulting Services, Inc. (Stantec) to complete a Cost of Service Sewer Rate Study<sup>1</sup> (Rate Study), dated January 10, 2025. At the time of the Rate Study the City's sewer rates and capacity charges have not been increased since 2010. Since then, the City recently updated its Wastewater Master Plan,<sup>2</sup> which was adopted by the City Council on March 5, 2024. As a result, the City needed to revisit the basis of the rates and charges to sewer customers to ensure they align with the full cost of providing service and are proportionately allocated between and within customer classes. Stantec was engaged to provide a cost-of-service analysis and recommend updated rates and charges, for which the results and findings are presented herein. The recommended sewer rates and capacity charges were adopted by City Council on May 15, 2025.

<sup>1</sup> [Cost of Service Sewer Rate Study](#).

<sup>2</sup> [Wastewater Master Plan](#).



Chapter 11 of the City's Wastewater Master Plan includes a Staffing Plan which estimated staffing requirements to operate the wastewater collection and treatment systems and to discuss the personnel qualifications, responsibilities, and certifications. The Wastewater Master Plan found that the Wastewater Collection Maintenance staff is understaffed and recommended that the City have 13 collection system maintenance employees to meet existing needs. The Collection Maintenance staff members are responsible for storm drain system maintenance. The City currently has nine collection system maintenance employees. However, the Collection Maintenance staff members employed have sufficient training to operate the necessary equipment to effectively maintain their wastewater collection system.

## 1.5 Enforcement Provisions

Section 6.1 of the General Order specifies the following requirements with the allocation of resources:

The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy.

The City is aware of the consequences for noncompliance including associated penalties for violations. The City maintains a proactive stance with the full implementation of its SSMP.

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential violation of the CWA and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the Enrollee to administrative civil liabilities of up to \$10,000 a day per violation pursuant to Water Code section 13385; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the CWA may subject the Enrollee to administrative civil liabilities up to \$10,000 a day per violation and additional liability up to \$10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to \$5,000 a day per violation pursuant to Water Code section 13350 or up to \$20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

## 1.6 Sewer System Management Plan Availability

Section 6.3 of the General Order specifies the following requirements as it relates to the availability of the SSMP:

The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order.

The City publishes its SSMP on their website<sup>3</sup> and maintains a paper copy in its offices which can be made available for inspection during regular business hours.

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<sup>3</sup> [City of Manteca Sewer System Management Plan](#).

## CHAPTER 2 ORGANIZATION

The General Order specifies the following requirements with respect to the Organization element of the SSMP:

The SSMP must identify organizational staffing responsible and integral for implementing the local SSMP through an organization chart or similar narrative documentation that includes:

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

This chapter identifies the representative responsible from the City for the implementation of this SSMP. It also includes an organizational chart and a chain of communication for reporting spills.

### 2.1 Legally Responsible Official

Section 5.1 of the General Order requires that the City designates at least one Legally Responsible Official (LRO). The LRO should have knowledge and expertise of the enrolled sanitary sewer system and is authorized to serve as a duly authorized representative. The LRO must have responsibility over management of the entire sanitary sewer system and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance. The LRO must:

- Possess a recognized degree or certificate related to operation and maintenance (O&M) of sanitary sewer systems.
- Have professional training and experience related to the management of sanitary sewer systems, demonstrated through extensive knowledge, training, and experience.

The LRO is responsible for electronically certifying, on the City's behalf, all applications, reports, the SSMP and corresponding updates, and other information submitted electronically into the online California Integrated Water Quality System (CIWQS)<sup>1</sup> Sanitary Sewer System Database. The Collections System Supervisor is the authorized representative, also known as the LRO, and is responsible for the execution of compliance actions required under the General Order.

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<sup>1</sup> [California Integrated Water Quality Systems](#).



The LRO may designate one or more individuals as a Data Submitter for reporting spill data. The LRO shall authorize the designation of Data Submitter(s) through the online CIWQS database. The LRO shall submit any changes to its Data Submitter(s), and/or change in Data Submitter contact information, to the State Water Board within 30 calendar days of the change, by emailing [ciwqs@waterboards.ca.gov](mailto:ciwqs@waterboards.ca.gov) and copying the appropriate Regional Water Board as provided in Attachment F of the General Order. If the LRO is unavailable, the City has established one Data Submitter to handle the duties of the authorized representative. The Data Submitter(s) includes the Lead Wastewater Maintenance Worker.

## 2.2 Implementation Responsibilities

Table 2.1 summarizes the position responsible for implementing specific SSMP elements.

Table 2.1 Implementation Responsibilities

SSMP Element	Position Responsible
Introduction	Collections System Supervisor
Regulatory Context	WQCF Wastewater Operations Manager, Collections System Supervisor
Update Schedule	Collections System Supervisor
Sewer System Asset Overview	Collections System Supervisor
Organization	Collections System Supervisor
Legal Authority	Director of Public Works and City Council
Maps of the Sanitary Sewer System	Engineering Staff and the Department of Information Technology & Innovation
Preventive O&M	Collections System Supervisor and Lead Wastewater System Worker
Training	Collections System Supervisor and Lead Wastewater Maintenance Worker
Equipment Inventory	Collection System Supervisor
Design Criteria and Construction Standards	Director of Public Works and Deputy Director of Engineering
Procedures and Standards	Director of Public Works and Deputy Director of Engineering
SERP	Collections System Supervisor, Lead Wastewater Maintenance Worker, Maintenance Workers, Director of Engineering
Sewer Pipe Blockage Program	Permit Compliance Coordinator
System Evaluation and Condition Assessment	Maintenance Planner
Capacity Assessment and Design Criteria	Deputy Director of Engineering
Prioritization of Corrective Action	Collections System Supervisor and Wastewater Operations Manager
CIP	Director of Engineering
Monitoring, Measurement and Program Modifications	Collections System Supervisor
Internal Audits	Director of Engineering, Collections System Supervisor, and Environmental Compliance Inspector
Communication Program	Environmental Compliance Inspector, Director of Public Works

Notes:

CIP - Capital Improvement Plan

## 2.3 Organizational and Staffing Responsibilities

The City's organizational structure for the Wastewater Collection System staff is responsible for implementing and overseeing a majority of SSMP programs. The organization chart shown on Figure 2.1, shows the organizational structure and relations of the City's administrative, management, and field positions. Additionally, the general responsibilities of the personnel are included in this section. To make the update of this document more user-friendly, the lines of authority on Figure 2.1 reference job titles only. Appendix A provides names and contact information for the individuals referenced in the organizational chart at the time of certification.

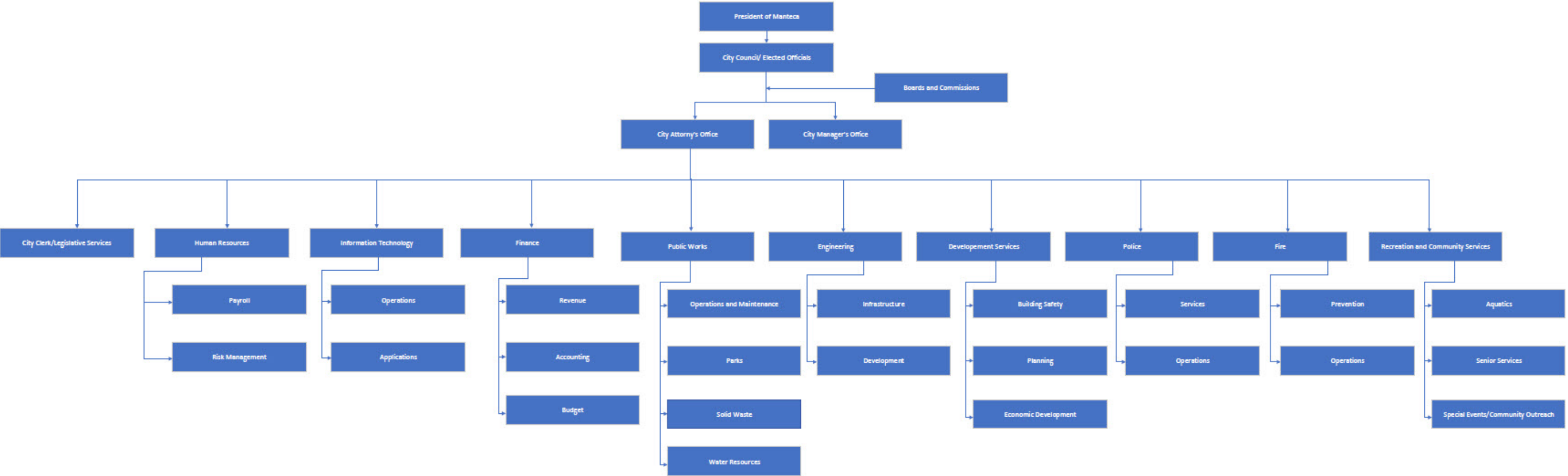


Figure 2.1 City Organizational Chart

### 2.3.1 Governance

This section summarizes the City's elected governing body and appointed positions. These governing bodies are responsible for adopting legislation, setting policy, adjudicating issues, and establishing the budget of the City. The following describes these positions/roles in more detail.

- **Mayor and City Council:** The Mayor and City Council, as the City's governing body, oversees preventing and minimizing spills, protecting public health and safety, minimizing adverse impacts of spills, preventing adverse environmental impacts, ensuring timely corrective actions, and ensuring compliance with regulatory requirements.
- **City Attorney's Office:** The City Attorney's Office reviews, monitors, and evaluates the conduct of the City activities for conformance with laws, regulations, policies, and rules. In addition, the City Attorney's Office represents the City in state and federal civil litigation, provides legal advice to the City Council and the City's departments, and ensures that violators of City laws are prosecuted.
- **City Clerk:** The Legislative Services/City Clerk Program administers democratic processes such as elections, access to city records, and all legislative actions ensuring transparency to the public, acts as a compliance officer for federal, state, and local statutes, including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships, and provides legislative, technical, and administrative support to the Mayor, City Council, Boards and Commissions, and City Manager.
- **City Manager's Office:** Working under the Council-Manager form of government, the City Manager supervises Department Heads and oversees all city operations, budgets, and policies. The City Manager's Office provides information and recommendations to the City Council; implements the vision and policies of the City Council; directs the delivery of municipal services; and oversees the completion of the City Council Goals and Priorities, capital projects, legislative affairs, and community outreach and engagement.

### 2.3.2 Public Works Department

The Public Works Department is comprised of several different divisions: Facilities Maintenance, Fleet Maintenance, Parks/Urban Forest, Park Planning and Projects, Solid Waste, Streets, Storm, Transit, Wastewater, and Water. Each division strives to provide expert quality services to their customers and works proactively to respond to the needs and concerns of their community. The Wastewater Division within the Public Works Department oversees maintaining sewer infrastructure, under the General Order. The following summarizes the Public Works Department leadership staff:

- **Public Works Director:** Holds a pivotal role in ensuring proper functioning, regulatory enforcement, operational oversight, emergency management, and public communication to protect the City's water quality and infrastructure.
- **Deputy Director of Public Works – Water Resources:** Under the direction of the Public Works Director, ensures detailed implementation and technical compliance of the City's water management programs.
- **Administrative Assistant:** Supports the daily operations, particularly by managing information flow and data entry for the maintenance and operations teams involved in the wastewater collection

system. The Administrative Assistant at the City's WQCF primarily serves as a supportive role, managing administrative functions for the facility and collection system staff.

Figure 2.2 shows the Wastewater Division and Regulatory Division organization structure.

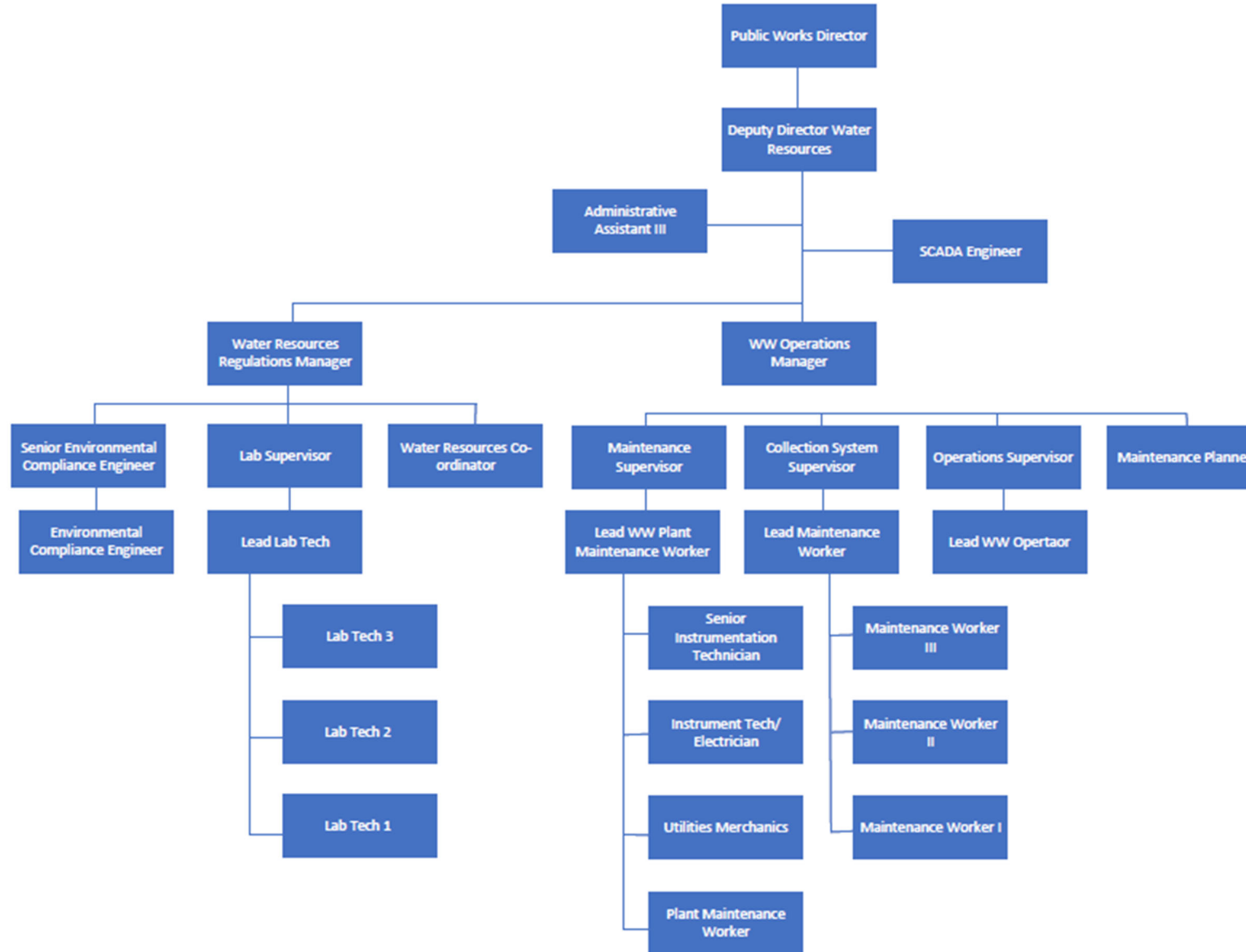


Figure 2.2 Public Works Department – Wastewater Division Organizational Chart

### 2.3.2.1 Wastewater Division

The following summarizes the Wastewater Division staff responsible for managing the collection system:

- **Wastewater Operations Manager:** Under the direction of the Deputy Director of Public Works – Water Resources, plan, organize, and direct the operation, maintenance, and repair of the City's wastewater and storm water collection and treatment systems, facilities, and supporting vehicles/equipment; coordinate and manage the development and implementation of Department guidelines and procedures to assure compliance with established local, state, and federal laws, codes, and regulations; and train and evaluate the performance of assigned personnel.
- **Collections System Supervisor:** Under the direction of the Wastewater Operations Manager, organize and direct the maintenance and repair activities of the wastewater treatment facility and/or wastewater and storm water conveyance systems; plan, organize, and direct assigned staff performing skilled work in the maintenance and repair of the sewer collection and storm water pumping systems; ensure that all work performed is done in compliance with proper procedures; provide adequate scheduling, supplies, and equipment to ensure smooth and efficient system operations; train assigned personnel; and oversee and ensure that the computerized maintenance management system (CMMS) is functioning properly and that all necessary records, readings, and reports are complete, organized, and up to date.
- **Lead Wastewater Maintenance Worker:** Under the direction of the Collections System Supervisor, leads in a variety of skilled work in the installation, maintenance, and inspection of the City's wastewater collection system assets. Responsible for inspecting and assessing pipelines using Pipeline Assessment Certification Program (PACP), operating light and heavy maintenance/construction equipment, and training/providing work directions to assigned staff.
- **Wastewater Maintenance Worker III:** Under the direction of the Collections System Supervisor, participates in a variety of skilled work in the installation, maintenance, and inspection of the City's wastewater collection system assets. Responsible for inspecting and assessing pipelines conditions using PACP, operating light and heavy maintenance/construction equipment, and training/providing work directions to assigned staff.
- **Wastewater Maintenance Worker II:** Under the direction of the Collections System Supervisor, performs in a variety of skilled work in the installation, maintenance, and inspection of the City's wastewater collection system assets. Responsible for operating light and heavy maintenance/construction equipment to perform assigned duties.
- **Wastewater Maintenance Worker I:** Under the direction of the Collections System Supervisor, performs in a variety of skilled work in the installation, maintenance, and inspection of the City's wastewater collection system assets. Responsible for operating light and heavy maintenance/construction equipment to perform assigned duties.
- **Wastewater Maintenance Supervisor:** Under the direction of the Wastewater Operations Manager, organize direct operations and activities related to the maintenance and repair of WQCF facilities and related equipment; provide adequate scheduling, supplies, and equipment to assure smooth and efficient system operations; and train and provide work direction to assigned personnel.



- **Utilities Mechanic:** Under the direction of the Wastewater Maintenance Supervisor, perform skilled work in the maintenance and repair of wastewater and storm water facilities. Troubleshoot and repair wastewater and storm water facilities, including motor, pumps, and blowers.
- **Instrumentation/Electrician Technician:** Under the direction of the Wastewater Maintenance Supervisor, performs skilled work in the maintenance, repair, and calibration of electrical systems, equipment, appurtenances, instrumentation, and controls related to the wastewater treatment facility and/or wastewater and storm water conveyance systems.
- **Maintenance Planner:** Under general direction of the Wastewater Operations Manager, the Maintenance Planner is responsible for the effective planning, scheduling, and reporting of all maintenance activities at the WQCF and associated facilities.

### 2.3.2.2 Regulatory Division

The following summarizes the Regulatory Division staff responsible for assisting with the administration of the SSMP:

- **Water Resources Regulations Manager:** Under general direction from the Deputy Director of Public Works – Water Resources, plans, organizes, directs, and supervises a comprehensive regulatory compliance program of the Regulatory Division within the Public Works Department, relating to environmental regulations and compliance; performs a variety of technical tasks relative to assigned area of responsibility in Water, Wastewater, and Stormwater.
- **Permit Compliance Coordinator:** Oversees the administration and enforcement of the City's Fats, Oils, and Grease (FOG) Program, including managing permits, maintaining compliance records, coordinating with the State Water Board, and ensuring adherence to regulatory requirements.
- **Senior Environmental Compliance Inspector:** Under the direction of the Water Resources Regulations Manager, the Senior Environmental Compliance Inspector is responsible for scheduling and coordinating compliance with the reporting requirements of the City's Sewer and Storm Water National Pollutant Discharge Elimination System (NPDES) permits and Industrial Waste Pretreatment Program. Performs inspections, sampling, monitoring, and enforcement activities related to compliance with NPDES permits and Industrial Waste Pretreatment Program which includes the Dental Amalgam Mercury Control Program and FOG Program. Exercises technical supervision over subordinate professional technical and clerical staff.
- **Environmental Compliance Inspector:** Under coordinated supervision of the WQCF Laboratory and the Permit Compliance Coordinator. Performs inspections and sampling of industrial, commercial, and domestic wastewater services and ensures compliance with federal, state, and local regulations; performs laboratory analysis of water and wastewater; enforces cross connection control and grease interceptor and sand/oil trap inspection programs; performs other sampling, inspections, and tasks as required. Carries out field implementation of the FOG Program by conducting inspections, identifying noncompliance issues, working directly with municipal and industrial users, providing education on proper practices, and supporting enforcement actions to maintain system integrity.
- **Laboratory Supervisor:** Under the direction of the Water Resources Regulation Manager, organize and direct operations and activities related to the chemical, physical, and bacteriological laboratory analysis of process samples in wastewater to assure compliance with quality control and certification

standards; oversee the development and implementation of laboratory goals, objectives, guidelines, and procedures; schedule, train, and evaluate the performance of assigned personnel.

- **Lead Laboratory Technician:** Under the direction of the Laboratory Supervisor, perform a variety of technical work related to the chemical, physical, and bacteriological laboratory analysis of process samples in wastewater, industrial pretreatment, and drinking water; evaluate and interpret effluent and data quality; prepare mandated and requested reports related to quality control and results of laboratory tests according to compliance and certification requirements.
- **Laboratory Technician I-II:** Under the direction of the Laboratory Supervisor, organize and direct operations and activities related to the chemical, physical and bacteriological laboratory analysis of process samples in wastewater to assure compliance with quality control and certification standards; oversee the development and implementation of laboratory goals, objectives, guidelines, and procedures; schedule, train, and evaluate the performance of assigned personnel.

### 2.3.3 Engineering Department

The Engineering Department oversees the planning, design, and construction of infrastructure projects related to traffic and transportation, water treatment and distribution, wastewater collection, treatment and disposal, and storm water drainage, control, and conveyance. It also administers the subdivision review process, participates in site plan review, manages capital improvement projects, and coordinates with other agencies on regional efforts and projects. The Department collaborates with the community, other City Departments, City Council, and the City Manager to engineer a better future for the City. The following Engineering Department positions serve a role in administering the SSMP:

- **Director of Engineering:** Holds a senior leadership role overseeing the City's sewer infrastructure planning and regulatory compliance. This position is responsible for reviewing and approving final design drawings for new development and redevelopment projects. The Director has authority to implement and enforce regulations related to sewer and stormwater discharges, approve temporary discharges when necessary, and evaluate compliance with local, state, and federal wastewater requirements. In emergencies, the Director may invoke powers to protect sewer infrastructure, staff, the environment, and the public, and serve as the sole City spokesperson for sanitary sewer spill incidents involving media. Additional responsibilities include authorizing operational rules for the receiving station, ruling on industrial waste ordinance appeals, and determining whether hazardous discharges must be reported to the publicly owned treatment works.
- **Deputy Director (Infrastructure):** Oversees the delivery of sewer infrastructure projects, supervises staff and consultants involved in sewer system improvements and rehabilitation, ensures compliance with City standards, and manages sewer-related capital improvement planning and execution.
- **Deputy Director (Development):** Manages the engineering review of sewer infrastructure associated with new developments, reviews subdivision and utility plans, ensures sewer designs meet City requirements, and coordinates with the Public Works Department to support responsible growth.
- **Senior Engineer:** Plays a vital role in the planning, design, and implementation of sewer infrastructure projects within the City. This position is responsible for managing public construction and installation efforts related to the wastewater collection system and overseeing project budgeting, contracting, bidding, and technical analysis. The Senior Engineer reviews and approves final design and submittal drawings for new developments and subdivisions, often working in coordination with the Public

Works Director and Senior Engineering Technician. Additionally, the role includes providing technical guidance and direction to assigned staff and contributing to the long-term planning and maintenance of the City's sewer infrastructure.

- **Assistant Engineer:** Assists in the design and review of sewer improvement plans, supports CIP development and permitting processes, and coordinates with internal teams to ensure timely and accurate delivery of sewer-related engineering tasks
- **Engineering Technician:** Supports sewer infrastructure projects by preparing plan sheets, performing drafting and data entry, assisting in field data collection and surveys, and helping engineering staff with sewer system documentation and plan checks.

### 2.3.4 Other Departments and Divisions

This section summarizes departments, divisions, and positions that play a role in the implementation of the City's SSMP.

- **Development Services Department:** This department is composed of the Building Safety, Planning, and Economic Development Divisions. The purpose of the Development Services Department is to ensure the orderly physical development of the community by upholding the goals and policies of the City's General Plan through the issuance of land use entitlements and building permits for improvements and development of private property, the support of existing businesses, and attracting new development and investment into the community.
- **Finance Department:** The Finance Department provides strategic financial leadership and fiscal support to the City. This department is responsible for the City's annual budget process, financial planning (including debt management, long-term financial planning, special tax and fee administration), the annual financial audit and Annual Comprehensive Financial Report, other financial reporting, general ledger accounting, accounts payable, accounts receivable/miscellaneous billing, revenue management (including business licensing and utility billing), cash receipts and deposits, and treasury management. General and ongoing departmental goals include develop and implement effective and efficient financial planning, reporting, and accounting systems; provide quality customer service to internal and external customers; safeguard the City's fiscal resources; and foster a sense of trust and transparency with the community, the Council, and City Management.
- **Risk Management Division, Human Resources Department:** This division administers safety training and Occupational Safety and Health Administration (OSHA) mandated programs, as well as responds to community and employee safety concerns.
- **Department of Information Technology & Innovation:** The Information Technology & Innovation Department plays a vital role in supporting the implementation of the City's SSMP by providing the technological infrastructure and services necessary for efficient operations and regulatory compliance. The department ensures reliable network connectivity, data security through server and backup support, and technical assistance via helpdesk and desktop support. It maintains essential applications and databases used for asset management, work orders, and reporting, while also managing telecommunications to facilitate communication among field and office staff. The GIS team supports spatial data needs, enabling accurate mapping and tracking of sewer assets. Additionally, the department helps automate processes, improve mobile computing for field crews, enhance public access to SSMP-related information through the City's website, and promote regional data sharing

with other agencies. Through these efforts, the department contributes to increased productivity, transparency, and effective SSMP execution across all involved departments.

- **Fire Department:** The Fire Department is responsible for protecting the lives and property of the citizens of Manteca. The Fire Department's dispatchers may assist in the notification of a spill event. In addition, the Fire Department may assist the spill response team in traffic control.
- **Police Department:** The Police Department serves the community while protecting the rights of all people. The Police Department's dispatchers may assist in the notification of a spill event. In addition, the Police Department may assist the spill response team in traffic control.

## 2.4 Lines of Authority

The City organizational staffing structure for spill response, reporting, and certification including lines of authority is presented in Figure 1 of the SERP, which is included in Appendix B of this SSMP. Figure 2.3 provides a simplified flowchart. This flowchart outlines the City's procedures for responding to a spill, detailing actions from initial notification through cleanup and reporting. It first differentiates between spills originating from City-owned sewer or private sewer, leading to distinct response paths depending on whether the overflow is contained or enters receiving water. Key steps involve containment, correcting the cause, and notifying relevant parties, including the public and regulatory agencies, especially if there's a potential health hazard. The document also categorizes spills based on volume and impact, specifying additional reporting requirements like technical reports and water quality monitoring for more severe incidents.

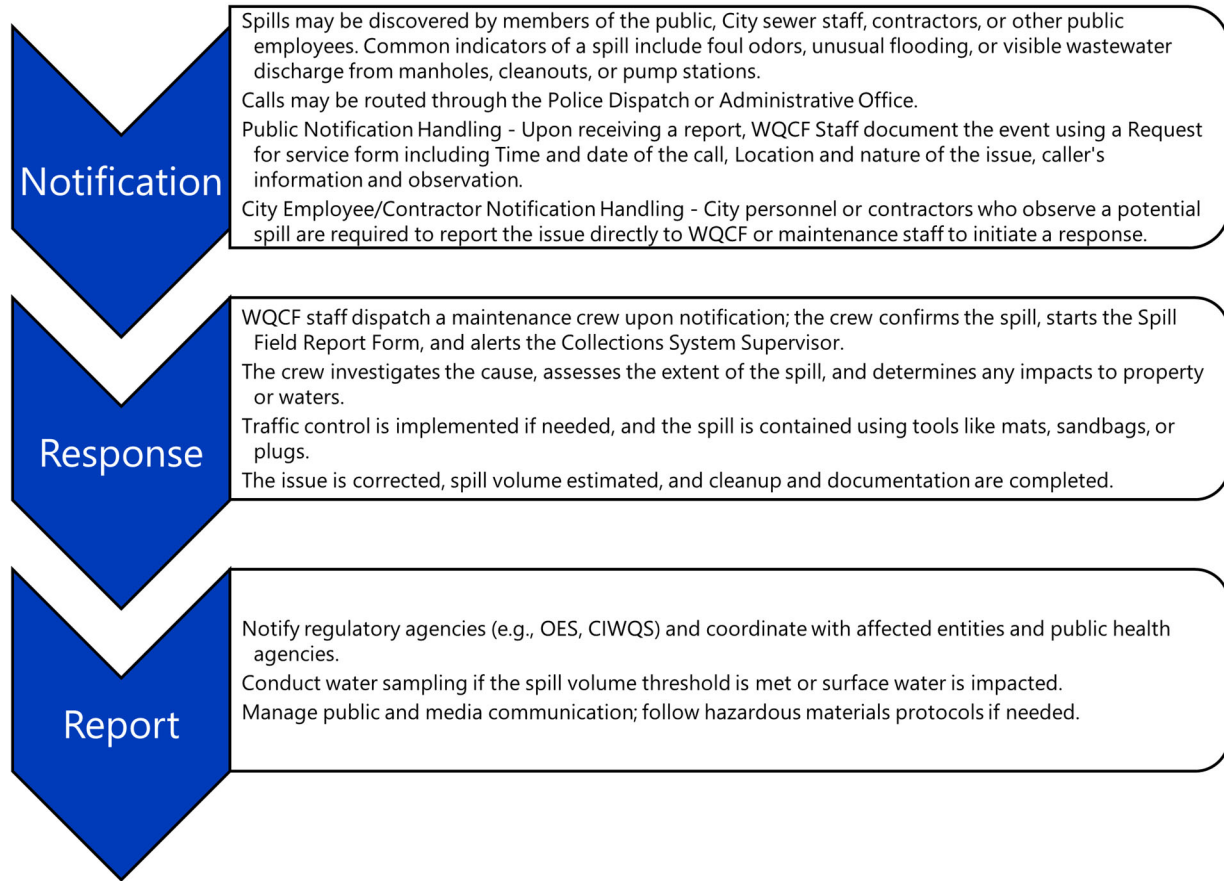


Figure 2.3 Spill Notification, Response, and Reporting

## 2.5 Chains of Communication for Reporting Spills

The City's chain of communication for reporting spills is summarized in Figure 1 of the SERP, which is included in Appendix B of this SSMP. When a sewer spill is reported, the City initiates its established communication chain to notify staff and the public. Crews respond by investigating the site, setting up perimeters, signage, and traffic control if needed. The spill is then contained using methods such as rubber mats, sandbags, trenches, or plugs. The source is identified and corrected, whether due to blockages, pipe failures, or lift station issues. The start time and volume of the spill—along with any recovered flow—are estimated, followed by cleanup of the affected area and water sampling. All actions are documented as part of the incident response. Finally, the City reports the spill to the appropriate regulatory agency by the spill type.

Table 2.2 Key City Phone Numbers for Spill Reporting

Role	Contact Number
Sewer Division (Office Hours) <sup>(1)</sup>	209-456-8470
Public Works Department (General)	209-456-8400
After-Hours/Emergency Reporting	209-456-8100

Notes:

(1) [Spill Reporting Contact](#).

## CHAPTER 3 LEGAL AUTHORITY

The General Order specifies the following requirements with respect to the Legal Authority element of the SSMP:

The SSMP must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

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

The legal authority to operate, maintain, and manage the City's wastewater collection originates from the powers granted by the state and federal governments and is codified in the Manteca Municipal Code<sup>1</sup> (Municipal Code). The following sections show the City has the authority, through ordinances, services agreements, or other legally binding procedures, to conform to the requirements of the General Order.

### 3.1 Illicit Discharges

The City's Municipal Code identifies substances that may not be discharged into the City's wastewater collection system. This section provides a summary of these ordinances (for the complete text of the ordinances, see the City's Municipal Code).

- Title 13 Public Services, Chapter 20 Industrial Waste:
  - » Section 13.20.030 – Authority and Responsibility.
  - » Section 13.20.040 – Standards and Limitations.
  - » Section 13.20.050 – Administration.
  - » Section 13.20.060 – Reporting Requirements.
  - » Section 13.20.090 – Enforcement.
  - » Section 13.20.110 – Fats, Oils and Grease (FOG) Control.

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<sup>1</sup> [Manteca Municipal Code](#).

- Title 13 Public Services, Chapter 24 Septic Tank Cleaning:
  - » Section 13.24.050 – Permit-Suspension-Revocation.

## 3.2 Design and Construction Requirements

To ensure the proper design and construction of new and rehabilitated sewer facilities, the City has adopted Standards and Specifications.<sup>2</sup> The City's Standards sewer designs were reviewed by the Engineering Department prior to being constructed. New development and redevelopment projects are reviewed and approved by the Public Works Director and Senior Engineer.

The Standards and Specifications establish detailed construction requirements to ensure quality, durability, and consistency across all municipal projects. These include material classifications for pipes, installation guidelines for large-diameter pipelines, and technical specifications covering activities such as earthwork, asphalt concrete, sanitary sewers, water mains, traffic markings, and street lighting.

## 3.3 Maintenance, Inspection, and Repair Access

The City's Municipal Code, Section 13.20.110, grants the City, its employees, or authorized agents to enter property for inspections and to collect samples, particularly concerning FOG control. This authority is crucial for maintaining the system and addressing potential blockages. Failure to grant such access can even lead to the suspension of sewer and water services.

## 3.4 Enforcing Violations

The City may enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures with the following Municipal Codes:

- Chapter 13.12 – Sewer Connection Charges.
- Section 13.20.090 – Enforcement.
- Section 13.24.050 – Permit-Suspension-Revocation.

The City has found these enforcement mechanisms and penalties identified above to be adequate to regulate and provide a safe wastewater collection system.

## 3.5 Service Agreements

The City maintains service agreements with adjacent jurisdictions and major contributors to its sewer system, including a multi-jurisdictional pretreatment agreement with the City of Lathrop. These agreements define responsibilities for flow contributions, system maintenance, and regulatory compliance. The following lists outstanding agreements the City has with outside entities and is included in Appendix C of this SSMP.

- Raymus Village Agreement (1974).
- Lathrop Agreement with Amendment (1984).
- Lathrop Ordinance Update Letter (2016) with Agreement Update (2005).

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<sup>2</sup> [City Standards](#).



- Wastewater Service Agreement between Oakwood Lake Water District and the City of Manteca (2019).
- Wastewater Service Agreement between Oakwood Lake Water District and the City of Manteca Amendment 1 (2021).
- Amendment to Agreement Dated March 5, 1984, between Lathrop County Water District and the City of Manteca Concerning Wastewater Treatment (2019).

### **3.6 Storm Drain Coordination**

The City maintains legal authority under Municipal Code Chapter 13.28 to regulate stormwater discharges and prevent illicit connections to the storm drain system. This includes implementation of best management practices (BMPs), enforcement of discharge prohibitions, and coordination across departments to protect water quality and infrastructure. Coordination between storm and sanitary systems is critical to prevent cross-connections, respond to emergencies, and ensure compliance with regulatory requirements. The City's Collections System Maintenance Crews are also responsible for the O&M of the storm drain system.

## CHAPTER 4 OPERATION AND MAINTENANCE PROGRAM

The General Order specifies the following requirements with respect to the O&M Program element of the SSMP:

The SSMP must include the items listed below that are appropriate and applicable to the Enrollee's system.

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

**Preventive Operation and Maintenance Activities.** A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:

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

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

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

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

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

This chapter contains a description of the City's O&M Program, including mapping, routine and preventive maintenance, and training.

### 4.1 Sanitary Sewer System Mapping

The City maintains several sets of mapping information of their collection system. The sets of mapping information are summarized in the following sections.

### 4.1.1 Geographic Information System

The Engineering Department maintains a comprehensive map of its sanitary sewer collection facilities in a GIS format using ESRI's ArcGIS software to develop a GIS database of the facilities. The GIS database was developed using their assessor parcel map books, as-built drawings, and record drawings. Maintenance teams have access to computer tablets with the City's GIS database. Revisions and/or updates to the GIS database are typically identified by staff while performing routine O&M activities. Discrepancies between information contained on the GIS/as-built/record drawings/assessor's parcel map books and field conditions are documented. These discrepancies are submitted to the Engineering Department where they are compared with record map information. Once the discrepancy is agreed upon the AutoCAD, then the GIS database is updated. The Engineering Department developed a formal standard operating procedure for updating GIS information.

Sanitary sewer asset data maintained includes the following:

- **Pipelines.** The geodatabase includes the following fields: asset IDs, material status, slope, downstream elevation, upstream elevation, diameter, and installation year.
- **Manhole.** The geodatabase includes the following fields: asset IDs, status, rim elevation, invert elevations, and installation year.
- **Lift Stations.** The geodatabase is limited to providing the physical asset location, status, and asset IDs.
- **Structures (valves, lamp holes, clean-outs, and plugs).** The geodatabase includes the following fields: structure type, rim elevation, invert elevation, installation year, and pipe size.

The City's GIS database does not include laterals.

### 4.1.2 Record Drawing Database

The Engineering Department maintains a collection of record drawings of existing sewers and other utilities. Record drawings are stored electronically on an internal server.

### 4.1.3 Survey Datums

The Citywide Benchmark System is in the California Coordinate System Zone 3, adjusted to the North American Datum of 1983 (Northing, Easting) and City vertical datum (National Geodetic Vertical Datum of 1929) with ties to physical City benchmarks.

### 4.1.4 Regulatory Mapping Requirements

In accordance with Section 5.14 of the General Order, the LRO shall submit to the State and Regional Water Boards an up-to-date electronic spatial map of its sewer system service area boundaries, including the location of the wastewater treatment facilities using CIWQS. The State Water Board prepared map specifications that can be found on their website.<sup>1</sup> Table 1.1 contains the due date for this submittal.

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<sup>1</sup> [Electronic Sanitary Sewer System Service Area Boundary Map Specifications.](#)

## 4.2 Preventive Maintenance Program

A Preventive Maintenance Program is a planned approach to maintaining sewer lines to prevent problems like blockages, spills, and costly repairs. It involves regular inspections, cleaning, and addressing potential issues before they escalate. The City has developed a Preventive Maintenance Program that meets Section 5.19 of the General Order expectations. The City has a very effective Preventive Maintenance Program that maintains the integrity of the sewer system and ensures continuous and safe conveyance of wastewater, resulting in a reduced frequency, number, and volume of spills. The Preventive Maintenance Program evolved into a proactive program that is designed to locate, identify, and address problems that may exist in the collection system prior to the occurrence of a failure in the system. It establishes, where possible, standard cleaning cycles. The City's Preventive Maintenance Program is never static and continues to be re-examined to improve its efficiency and effectiveness.

### 4.2.1 Work Order Systems

The purpose of a work order system is to program and track all required inspection and maintenance activities within the sanitary sewer system to help prevent blockages, operational issues, and spills. The City currently uses VUEWorks as their CMMS. The City's CMMS tracks asset performance and preventive and corrective maintenance activities, and tracks the resources needed to operate and maintain sewer system assets. The City's CMMS is integrated with GIS mapping.

### 4.2.2 Scheduling of Work

The scheduling allows City staff to put certain activities on a preventive schedule where the CMMS can automatically create work orders on a prescribed interval. Field crews are equipped with computer tablets with access to GIS databases and can generate other work orders if something is identified as needing service while in the field.

The Collections System Supervisor is responsible for assessing staffing levels, tools, equipment, and services that are sufficient to manage the collection system effectively by evaluating CMMS data. The CMMS data can verify current operational practices and identify the need for additional procedures. This integration with GIS allows for tracking of asset performance and helps identify high-risk areas or "hot spots" prone to spills.

In 2023 the City piloted a Smart Cover program that would alert maintenance staff when the level in a manhole becomes high so that they can respond and prevent spills. The City decided to implement the program full time based on the success of the pilot. The City currently operates six Smart Covers with plans to purchase two more. The Collections System Supervisor oversees the Smart Cover Program. Smart Covers were integrated with the City's CMMS to alert maintenance staff. The City installs Smart Covers along pipes that are hot spots. Since implementing the program, the Smart Covers helped the City prevent 25 potential spills.

### 4.2.3 Pipeline Maintenance and Inspection

Routine cleaning of the sanitary sewer system is performed on a seven-year cycle. The City's sewers are cleaned via high-pressure jetting and vacuuming equipment by maintenance crews. Information pertaining to sewer main cleaning activities include lineal footage cleaned, pipe size, pipe length, type of

debris removed, names of staff performing the cleaning, and any additional pertinent information, which is then uploaded to the City's CMMS. The City has a lateral root control program where the City applies a root foaming agent to sewer lateral. The City has a problem area program which is discussed in more detail in Section 7.5 of the SSMP.

The City inspects gravity sewers using closed-circuit television (CCTV) on an ongoing basis that averages approximately 6 percent of the system annually. Gravity sewers are inspected by maintenance crew members that have their PACP certification. The City utilizes the POSSUM inspection software for CCTV inspections which is integrated with their GIS. The Planner Scheduler will review the inspection records to determine if further action is required.

See Chapter 8 for additional details on how inspection data is used to make decisions related to pipeline renewal.

#### 4.2.4 Lift Station Maintenance and Inspection

The City's lift stations are inspected and cleaned approximately every four months. The City has inspection procedures that track the condition of mechanical equipment, and general conditions which include but are not limited to odors, building conditions, electrical component condition, alarm and remote monitoring system condition, and evidence of leakage. The findings of lift station inspections are tracked via checklist and, if necessary, a corrective work order is created. Inspection records are stored using the City's CMMS. A copy of the City's Lift Station Inspection Checklist is included in Appendix D.

Routine lift station maintenance consists of cleaning the wet well via high-pressure jetting and vacuuming equipment and greasing of critical components. In addition, defective equipment is replaced on an as-needed basis and usually identified for replacement during routine inspections.

All the City's lift stations can connect to standby power and are equipped with a transfer switch in case of a loss of power. In addition, the City has two portable generators that are sufficient to power smaller lift stations. Only qualified people may connect the portable generator to a lift station due to OSHA safety requirements. Only four of the City's lift stations have on-site emergency backup power. All lift stations are configured for bypass pumping with a portable pump.

#### 4.2.5 Manhole Maintenance and Inspection

The City's manholes are typically cleaned and inspected during scheduled cleaning or inspections of connecting pipelines. The frequency at which manholes are cleaned and inspected allows the maintenance crews to be efficient with their time. Manholes are cleaned via high-pressure jetting and vacuuming equipment by maintenance crews. Manhole inspections consist of maintenance crews making visual observations of the manhole structure. Maintenance crews will document any problems in their CMMS for review to determine if further action is required by the Planner Scheduler. It is recommended that maintenance crews document that manholes have been inspected even if the visual inspections found no problems.

#### 4.2.6 Air Release Valve Inspection and Maintenance

The City's collection system has approximately 70 air release valves (ARVs). The City's current ARV maintenance typically includes cleaning, flushing, and testing the isolation valve operations. All ARVs are

inspected and undergo routine maintenance annually. Maintenance crews will document any problems in their CMMS for review to determine if further action is required by the Planner Scheduler. It is recommended that maintenance crews document that ARVs have been inspected even if the visual inspections found no problems.

#### 4.2.7 Easement Maintenance Program

The City has pipelines that are in easements where access can be hindered by vegetation. The City developed an Easement Maintenance Program where routine maintenance is scheduled and coordinated with property owners to control vegetative growth along these easements. Easement maintenance is scheduled using the CMMS to ensure accessibility.

#### 4.2.8 Pretreatment Inspection and Maintenance

The City monitors industrial waste dischargers based on their waste discharge permit. The City's Municipal Code, Chapter 13.20, describes the City's Industrial Waste Ordinance. The permitted industries are self-monitored, and reports are sent to the City twice a year. The consequences for not submitting a report or exceeding water quality or flow numerical limits range from a notice of violation to discharge shut down. The City uses the CMMS to track industrial pretreatment inspector findings, as well as to generate reports and identify hot spot locations.

### 4.3 Training Program

Training programs are designed to provide the necessary knowledge, skills, and abilities for personnel to comply with the General Order and ensure the proper functioning of the sewer system. A competent workforce contributes to system resilience by better handling tasks and reducing the likelihood of failures. The following training is available to maintenance staff members:

- Attendance at California Water Environment Association (CWEA) sponsored workshops or webinars.
- On-the-job training coordinated by the Collections System Supervisor.
- Safety tailgate meetings bi-monthly.
- Targeted web-based safety training and awareness program.
- SSMP training.

As part of the City's contractual requirements, all contractors working on City-owned facilities will be required to submit documentation regarding their level of training and certifications.

#### 4.3.1 Certification and Licensing

This section summarizes the required and desired certifications and licensing requirements by job title.

- **Wastewater Operations Manager:** Grade IV Certification as a Wastewater Plant Operator from the State Water Board.
- **Collections System Supervisor:** A Collection System Maintenance IV certificate and a Mechanical Technologist II certificate from the CWEA.
- **Lead Wastewater Maintenance Worker:** Grade II Mechanical Technologist certificate, Electrical Technologist certificate issued by CWEA, PACP issued by NASSCO.

- **Wastewater Maintenance Supervisor:** Mechanical Technologist IV certificate and Collection System Maintenance II certificate issued by CWEA.
- **Wastewater Maintenance Worker I-III:** A Collection System Maintenance certificate from the CWEA and a PACP issued by NASSCO are preferred.
- **Water Resources Regulations Manager:** Grade III Laboratory Analyst certificate or a Grade III Environmental Compliance Inspector certificate issued by CWEA.
- **Senior Environmental Compliance Inspector:** Grade III Environmental Compliance Inspector certificate issued by CWEA.
- **Environmental Compliance Inspector:** Grade I Laboratory Analysis certificate and a Grade II Environmental Compliance Inspector certificate issued by CWEA.
- **Laboratory Supervisor:** Grade III Laboratory Analyst certificate issued by CWEA.
- **Lead Laboratory Technician:** Grade II Laboratory Analyst certificate issued by the CWEA.
- **Deputy Director (Infrastructure):** Registered Professional Engineer (PE) for Civil Engineering in California.
- **Deputy Director (Development):** Registered PE for Civil Engineering in California.
- **Senior Engineer:** Registered PE for Civil Engineering in California.
- **Assistant Engineer:** Fundamentals of Engineering (FE) national exam is preferred.
- As necessary, required OSHA training is coordinated by the Risk Management Division of the Human Resources Department.

### 4.3.2 Spill Emergency Response Plan Training

See Section 6.1 of this SSMP for details on training related to the SERP.

### 4.3.3 California Integrated Water Quality System Training

The LRO and designated Data Submitter(s) shall review guidance material developed by the State Water Board annually. The following is a list of guidance material developed by the State Water Board and is included on their website.<sup>2</sup>

- Guidance: Category 1 Spill.
- Guidance: Category 2 Spill.
- Training Video: Submitting Category 1 and 2 Draft Spill Report.
- Training Video: Submitting Category 1 and 2 Certified Spill Report.
- Guidance: Category 3 Spill.
- Guidance: Category 4 Spill.
- Guidance: Enrollee Owned/Operated Lateral Spills.
- Guidance: Submit and Certify an Annual Report.

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<sup>2</sup> [General Order Compliance Tools and Guidance.](#)



## **4.4 Equipment and Replacement Part Inventories**

The City maintains an inventory of equipment and replacement parts. The inventory is managed by the Collections System Supervisor. The inventory list is updated based on the equipment's condition, annual evaluations, work orders for reactive maintenance activities, and the age of the equipment. The equipment and replacement parts are available for performing daily maintenance of the City's wastewater collection system.

## CHAPTER 5 DESIGN AND PERFORMANCE PROVISION

The General Order specifies the following requirements with respect to the Design and Performance Provision element of the SSMP:

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

**Updated Design Criteria and Construction Standards and Specifications.** Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in the System Evaluation, Capacity Assurance and Capital Improvements of the General Order, the procedures must include component-specific evaluation of the design criteria.

**Procedures and Standards.** Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances.

This chapter presents a summary of the City's design and construction standards, as well as its standards for the inspection and testing of new sewers, lift stations, and other appurtenances, and for rehabilitation projects.

### 5.1 Design Criteria

Criteria for the design of new, rehabilitated, and replaced sewer system facilities, including main, tie-ins, service laterals, cleanout, maintenance holes, and other system appurtenances, are necessary to confirm the proper operation of the wastewater collection system. The City's design standards should be used in conjunction with current drawings, specifications, and codes for the planning, design, and construction of wastewater infrastructure.

The City utilizes typical details, for the planning and design of sewer facilities. The City's Sewer Standard Plan<sup>1</sup> contains typical details with design information such as manhole separation requirements, minimum pipe slopes, diameter, velocity, Manning's "n" for pipe sizing, and Wastewater Generation Factors for General Plan land use categories. In addition, the City's Underground Standard Plans<sup>2</sup> contain typical details including information for the design of larger diameter sewer and pipe material.

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<sup>1</sup> [Sewer Standard Plan.](#)

<sup>2</sup> [Underground Standard Plans.](#)

The City developed evaluation criteria for identifying existing system deficiencies as well as design criteria for the sizing of new facilities in their Wastewater Master Plan.<sup>3</sup> The following summarizes the design criteria used for the sizing of new facilities:

- A maximum flow depth versus full flow depth (d/D) of 0.8 under average dry weather flow conditions was modeled.
- The maximum allowable surcharge in the gravity portion of the existing collection system is 1 foot provided the water level remains at least 8 feet below the ground elevation under modeled peak wet weather flow (PWWF) conditions. PWWF was evaluated using a 10-year, 24-hour design storm with a Huff distribution.
- Lift stations must have sufficient capacity to meet the modeled PWWF with the largest pump out of service.
- A maximum velocity cannot exceed 8 feet per second under modeled PWWF conditions.

It is recommended that new facilities are designed to handle future flows.

## 5.2 Construction Standards and Specifications

Section 71 Sanitary Sewer of the City's Standard Specifications<sup>4</sup> outlines the acceptable construction standards and specifications for the construction and installation of proposed pipelines. The City's Sewer Standard Plan contains typical details in regard to the construction standards and specifications. In addition, the City's Underground Standard Plans contain typical details for the installation of larger diameter sewers.

The City currently reviews each improvement project during the design and construction phases to ensure conformance with current federal, state, and local standards at that time. The Deputy Directors of Engineering are responsible for overseeing these activities while the Director of Public Works is responsible for approving the design and construction standards and specifications.

It is recommended that the City adopt construction standards and specifications for the construction of lift stations, force mains, and rehabilitation. This will help maintain consistency for the design and construction of these facilities.

## 5.3 Inspection and Testing

Inspection and testing of new facilities are important to ensure that the City's established standards are implemented in the field. Using the legal authority described earlier in the SSMP, completed construction is not accepted by the City until inspection and testing have been completed. This approach helps ensure proper operation and maximum life expectancy. Section 71 Sanitary Sewer of the City's Standard Specifications includes procedures for the required testing of all portions of the sewer line. The City requires air testing and deflection test via mandrel. The City's Standard Specifications require that compaction testing be completed to ensure the bedding and backfill are adequately compacted. Sections 71-2.06 and 71-2.07 of the Standard Specifications include additional testing needs for larger diameter polyvinyl chloride pipes.

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<sup>3</sup> [2024 Wastewater Master Plan](#).

<sup>4</sup> [Standard Specifications](#).

It is recommended that the City formally adopts the following inspections and testing:

- Video inspection of sewer before the City accepts it.
- Video inspection of all newly constructed mains and laterals one month before the warranty period expires.
- Require that manholes be vacuum tested after backfilling.
- Require that laterals be tested via air testing.
- Formally adopt lift station inspection and testing standards.



## CHAPTER 6 SPILL EMERGENCY RESPONSE PLAN

The General Order specifies the following requirements with respect to the SERP element of the SSMP:

The Plan must include an up to date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

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

The City's SERP is a stand-alone document that contains the key elements necessary for an appropriate spill response, notification, emergency incident response, reporting, and impact mitigation. The current plan prepared by Kennedy Jenks meets the requirements of the State Water Board's General Order. A copy of the SERP is in Appendix B of this SSMP.

## **6.1 Spill Emergency Response Plan Training**

SERP training is essential for ensuring an effective response to spills and is mandated by the General Order. To comply, spill response training sessions are conducted by maintenance crews to respond to and report spills. The Collections System Supervisor is responsible for scheduling sufficient spill response training sessions such that all maintenance workers attend at a minimum one spill response training session annually. It is recommended that the Collections System Supervisor not inform the workers when this training session will occur. In addition, the Collections System Supervisor will review the performance of the maintenance workers to determine the effectiveness of the SERP and determine if changes are required.

Section 4.3.3 of this SSMP provides details of the CIWQS training the LRO and Data Submitter(s) shall complete annually.

## **6.2 Post-Spill Assessment and Documentation**

The City's procedures for documenting and reporting spills are outlined in the SERP, which aligns with the latest State Water Board General Order.

For each spill event, the City performs thorough post-spill assessment and documentation. Photos or video of the spill and surrounding area are captured. The final estimated overflow volume is recorded in City records. All complaints, confirmed spills, and subsequent repairs are tracked in the City's CMMS database. A Spill Field Report Form is completed for every incident, and the Request for Service Form is also used to document initial reports and relevant details.

## **6.3 Spill Emergency Response Plan Update**

The Collections System Supervisor is responsible for reviewing the City's SERP, spill response training sessions, and spill data annually. The Collections System Supervisor will then determine if changes to the SERP are necessary to improve spill responses.

## CHAPTER 7 SEWER PIPE BLOCKAGE CONTROL PROGRAM

The General Order specifies the following requirements with respect to the Sewer Pipe Blockage Control Program element of the SSMP:

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

The procedures must include, at minimum:

- An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances.
- A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area.
- The legal authority prohibits discharges to the system and identify measures to prevent spills and blockages.
- Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements.
- Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance.
- An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section.
- Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above.

This chapter discusses the need for a Sewer Pipe Blockage Control Program. The purpose of such a program is to limit the amount of FOG that enters the collection system to an extent feasible.

### 7.1 Legal Authority

Municipal Code 13.20.110<sup>1</sup> Section B establishes the City's legal authority to prohibit sanitary sewer blockages caused by FOG from all food service establishments to include restaurants, cafeterias, food preparation facilities, convenience stores preparing fast foods for sale, grocery stores providing cooked foods for sale, and other food preparation facilities (food service establishments [FSEs]). All FSEs must

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<sup>1</sup> [Municipal Code 13.20.110 Fats, oils, and grease \(FOG\) control](#).

submit an application<sup>2</sup> for FOG Wastewater Discharge Program for FSEs detailing facility operation, equipment, operating schedule, and contact information.

Municipal Code 13.20.110 Section J establishes the City's legal authority to enter the property of the discharger to conduct inspections of the entire facility, including the interceptors, traps, cooking and storage areas, restrooms, offices, service areas, and other areas of the facility. In addition, the City may collect samples of any discharge from the facility and the interceptors and traps. Failure to grant access may result in the suspension of sewer and water services provided by the City.

Municipal Code 13.20.110 Section K establishes the City's legal authority to enforce any failure to comply with any provisions of Municipal Code 13.20.110. Failure to comply with these provisions is considered a misdemeanor. The City requires administrative fines per Municipal Code 13.20.090.

## 7.2 Source Control

Municipal Code 13.20.110 Section D establishes the requirements to install grease interceptors or grease traps (removal devices) and the standards that these removal devices will be designed to. The City requires that all removal devices shall be of a type and capacity approved by the City's Building Division. These devices shall be installed in a location to allow for ease of access for cleaning and inspections. The City's Miscellaneous Standard Plan<sup>3</sup> includes typical details of grease interceptors.

Municipal Code 13.20.110 Section E establishes the maintenance requirements for removal devices. Removal devices shall be continuously maintained in satisfactory and effective operational condition by the discharger at the discharger's expense. Typically, maintenance consists of the removal of floatable solids and settleable solids collected in the grease interceptor/trap, and the cleaning of the walls and piping. Section E establishes the requirements of the discharge to develop a routine maintenance schedule.

Municipal Code 13.20.110 Section E establishes the record keeping requirements for facilities. Facilities are responsible for maintaining appropriate maintenance records that document the routine pumping, cleaning, and repairs made to interceptors/traps via the Grease Interceptor Cleaning and Disposal Log.<sup>4</sup> Facilities must complete a Grease Interceptor Pump Out Report<sup>5</sup> when a grease interceptor/trap is pumped out. The Grease Interceptor Pump Out Report documents facility information, the condition of the interceptor (including depths of grease, solids, and liquid), the pump out method used, the volume of waste transported, and the condition of the grease trap. The report also includes a certification section to be completed by the individual performing the maintenance. This report serves as a comprehensive record of each pump out event for City review and compliance tracking. These reports are mailed to the Department of Public Works upon completion. All fixtures connected to grease traps or interceptors are inspected regularly. Following each inspection, a Grease Interceptor/Trap Certification Form<sup>6</sup> is completed

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<sup>2</sup> [Application for Fats, Oils, and Grease \(FOG\) Wastewater Discharge Program for Food Service Establishment \(FSE\).](#)

<sup>3</sup> [Miscellaneous Standard Plan.](#)

<sup>4</sup> [Grease Interceptor Cleaning and Disposal Log.](#)

<sup>5</sup> [Grease Interceptor Pump Out Report.](#)

<sup>6</sup> [FOG Reduction Program, Grease Interceptor/Trap Certification Form.](#)

and submitted to the Department of Public Works when the next Grease Interceptor Pump Out Report is submitted.

Municipal Code 13.20.110 Section E requires that all grease interceptor/trap maintenance records shall be retained for a period of not less than three years. These records shall be retained at the FSE and shall be made available for inspection by the City. The City has developed a FOG Book for FSE which serves as a user-friendly, visually oriented guide to support compliance with the City's FOG Control Program. A copy of the FOG Book for FSE is included in Appendix E of this SSMP. The FOG Book for FSE acts as the City's BMPs. The City requires that all employees of FSEs be trained by ownership/management in the BMPs covering proper FOG disposal, dry-wiping techniques, spill cleanup, and use of approved receptacles. The City requires that training records must be available for review any time by authorized City representatives and these records must be kept for three years. The BMP Training Records Log<sup>7</sup> can be accessed on the City's website.

### **7.3 Disposal Facilities**

The City maintains a list of acceptable disposal facilities for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This list is included in Appendix F of this SSMP.

### **7.4 Public Education and Outreach**

The City has developed FOG Control Program educational materials for distribution to both the public and FSEs. The City's public education program promotes proper disposal of pipe-blocking substances through brochures and pamphlets distributed by Collections staff, raising awareness and encouraging compliance among the community. Example materials are included in Appendix G. In addition to distributing outreach materials, the City periodically hosts workshops to educate dischargers on the FOG Control Program and BMPs. The City uses an internal spreadsheet to document public education and outreach activities.

### **7.5 Identification and Maintenance of Problem Areas**

The City has identified sections of the sanitary sewer system prone to FOG blockages, which are known as hot spot areas. The hot spots are inspected and cleaned on a 3-month, 6-month, or 12-month rotation. The City tracks the hot spots via the City's CMMS. The CMMS software allows the City to set inspection and cleaning frequencies. The City is currently monitoring 64 problem areas. The City will utilize inspection records to identify sewers that should be included on the hot spot list.

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<sup>7</sup> [Best Management Training Records](#).

## CHAPTER 8 SYSTEM EVALUATION, CAPACITY ASSURANCE, AND CAPITAL IMPROVEMENTS

The General Order specifies the following requirements with respect to the System Evaluation, Capacity Assurance, and Capital Improvements element of the SSMP:

The SSMP must include procedures and activities for:

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

**System Evaluation and Condition Assessment.** The SSMP must include procedures to:

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

**Capacity Assessment and Design Criteria.** The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- Dry-weather peak flow conditions that cause or contributes to spill events.
- The appropriate design storm(s) or wet weather events that causes or contributes to spill events.

- The capacity of key system components.
- Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

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

**Prioritization of Corrective Action.** The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

**Capital Improvement Plan.** The capital improvement plan must include the following items:

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

This chapter summarizes the procedures of the most recent condition and capacity assessments and includes recommended improvements and the latest CIP.

## 8.1 System Evaluation and Condition Assessment

Sewer condition assessment is a crucial process for evaluating the structural and operational state of a sewer system. It involves inspecting pipes, identifying defects, and determining the need for repairs or replacement. This proactive approach helps prevent system failures, minimize disruptions, and optimize maintenance efforts. This section summarizes the procedures regarding the City's conditions assessment.

### 8.1.1 Inspection

Maintenance crews typically complete routine inspections of sewer facilities in conjunction with routine cleaning. Maintenance crews are instructed to inspect sewer facilities and document their findings based on the type of facility using PACP standards. The City utilizes the POSSUM inspection software for CCTV inspections which is integrated with their GIS. These inspection records are sent to the Planner Scheduler to determine if further action is required. In 2016 the City began tracking length of pipe inspected annually and is averaging 6 percent of their system. This equates to approximately a 16-year inspection



cycle. It is recommended that the City routinely inspects 10 percent of their collection system annually. In addition, the City should consider scheduling higher frequency inspections for sewers that are considered to have a higher consequence of failure. The following shall be used when determining the consequence of failure if the pipe is in the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas.

### 8.1.2 Condition Assessment

As stated earlier, the Planner Scheduler reviews the inspection records produced by the City's maintenance crews. The Planner Scheduler will assess the system's overall condition utilizing visual observations and evidence. The Planner Scheduler may determine corrective actions required for specific segments. These recommendations are reported to the Collections System Supervisor so that proper corrections actions are scheduled. Corrective actions may include, but are not limited to, cleaning, root control, spot repair, rehabilitation, and replacement. Some corrective actions may require the City to hire outside contractors to complete the work.

In 2016, the City completed a condition assessment that included the inspection of approximately 10 miles of sewer and 187 manholes. The findings of this condition assessment are documented in report titled City of Manteca Sewer Conditions Assessment. A copy of the 2017 Sanitary Sewer Condition Assessment Executive Summary<sup>1</sup> is included in Appendix I of the Wastewater Master Plan. This condition assessment helped establish a basis for selecting an appropriate corrective action to address pipeline and manhole defects.

## 8.2 Capacity Assessment and Design Criteria

The City's most recent efforts in performing an evaluation of the sanitary sewer system capacity are documented in the following studies that address the wastewater collection systems.

- Sewer Flow Monitoring and Inflow/Infiltration Study<sup>2</sup> (November 2022).
- Wastewater Master Plan<sup>3</sup> (February 2024).
- Wastewater Peaking Factor (February 2024).

### 8.2.1 Flow Monitoring Program

The City completed a flow monitoring program for the purpose of calibrating the City's hydraulic model used in their latest Wastewater Master Plan. The flow monitoring program was completed in 2022 by V&A Consulting Engineers which measured flows, levels, and velocity at 18 temporary metering locations starting March 18, 2022, and continued through May 19, 2022. The flow monitoring program revealed sections of the collection system that experience backwater conditions (i.e., gravity sewer surcharging during periods when flows are well below the full pipe capacity) and are surcharging. The inflow and infiltration (I/I) analysis revealed areas with the highest I/I contributions. A summary of the flow

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<sup>1</sup> [2017 Sanitary Sewer Condition Assessment Executive Summary.](#)

<sup>2</sup> [Sewer Flow Monitoring and Inflow/Infiltration Study.](#)

<sup>3</sup> [Wastewater Master Plan.](#)

monitoring program findings is documented in the Sewer Flow Monitoring and Inflow/Infiltration Study, which can be found in Appendix B of the Wastewater Master Plan.

### 8.2.2 Capacity Analysis

The City's collection system capacities were analyzed using a hydraulic model as part of their Wastewater Master Plan. The hydraulic model was developed using the physical collection system data, existing and forecasted populations, flow generation rates, diurnal patterns, and rainfall events. The model was then calibrated using the 2022 flow metering data for dry and wet weather conditions. Once the model was calibrated, it was utilized to evaluate the existing collection system under existing and projected dry and wet weather conditions to identify potential recommended improvements to the existing collection system. The City's existing hydraulic model was modeled using PCSWMM software by Computational Hydraulics, Inc.

### 8.2.3 Design Criteria

The City's design criteria for the collection system are discussed in Chapter 5 of this SSMP.

## 8.3 Project Prioritization

A method for prioritizing projects was developed as part of the 2024 Wastewater Master Plan to help the City schedule recommended CIP projects. The City's project prioritization is based on giving the highest priority to those projects that pose the most risk to the community. The priority ranking is as follows:

1. The highest risk to the community is infrastructure that is in poor condition that could potentially cause failure such as a collapsed gravity sewer pipe or treatment process that is not functioning properly.
2. The second highest risk is failure to comply with regulatory requirements such as noncompliant wastewater discharged to the San Joaquin River subjecting the City to mandatory fines.
3. The third highest risk is limited capacity under current flows to convey and treat the wastewater such as gravity sewers that are surcharging at the manholes.
4. The fourth highest priority is limited capacity to serve future growth.
5. The lowest priority are projects desired by City staff to improve O&M.

## 8.4 Capital Improvement Plan

The City is responsible for developing and maintaining a sewer CIP for all components of the collection system. A CIP was developed as part of the City's latest Wastewater Master Plan. Recommendations were developed based on the findings from the condition assessments and capacity assessments were then incorporated into a CIP. The City's CIP includes project schedules, allocation of costs and by extension, the planned completion timeframe for all portions of the program over a 25-year planning horizon. The CIP starts fiscal year 2022-23 and continues through fiscal year 2046-47. The City's CIP includes a detailed cost breakdown, during the planning, design, and construction phases for each project. Appendix J of the Wastewater Master Plan includes the schedule, completion dates, and cost details for the recommended projects.

## CHAPTER 9 MONITORING, MEASURING, AND PROGRAM MODIFICATIONS

The General Order specifies the following requirements with respect to the Monitoring, Measuring, and Program Modifications element of the SSMP:

The SSMP must include an Adaptive Management section that addresses SSMP implementation effectiveness and the steps for necessary SSMP improvement, including:

- Maintaining relevant information, including audit findings, to establish and prioritize appropriate SSMP activities.
- Monitoring the implementation and measuring the effectiveness of each SSMP Element.
- Assessing the success of the preventive operation and maintenance activities.
- Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations.
- Identifying and illustrating spill trends, including spill frequency, locations and estimated volumes.

This chapter presents a summary of the steps to be taken by the City to evaluate the effectiveness of this SSMP and update it should improvements be necessary or desirable.

### 9.1 Monitoring and Maintaining Information

To date, the City has effectively managed and maintained information pertaining to the wastewater infrastructure. Relevant data for all work performed to meet the goals of this SSMP are stored using their VUEWorks. The City has tracked performance measures through the VUEWorks, that include, but are not limited to, the length of pipe cleaned and inspected, the quantity, cause and location of stoppages, spills, and the scheduled maintenance of hot spots. The City will continue to monitor the performance measures it currently tracks. As improvements or modifications are identified, the City will implement the necessary adjustments to the program at the earliest convenience. Appendix H includes preventive maintenance activities and inspections that the City completed from 2015 through 2024.

### 9.2 Program Measurements

As the SSMP elements are implemented and evolve, the City will modify the elements due to new technology, equipment, code changes, specific program enhancements, and the collection system's rehabilitation through the implementation of the CIP. The staff members responsible for monitoring the SSMP provisions should identify and recommend updates to this SSMP as part of the City's regular performance measurement assessments. Appendix H includes program measurements.

The following performance parameters may be utilized along with other typical industry performance indicators for the City's system:

- Number of spills that occurred annually.

- Miles of sewer cleaned annually.
- Actual versus scheduled cleaning.
- Miles of sewers inspected annually.
- System rehabilitation and repairs made.
- Annual record of lift station maintenance work orders completed.

These measurements are used to determine if program changes are warranted.

### **9.3 Modifications Program**

The City's SSMP is considered a "living document" that is continuously edited and updated. The City must update the SSMP periodically to maintain current information and to modify the programs as necessary to confirm program effectiveness and continual compliance with the General Order. Information that will be routinely updated includes, but is not limited to, contact names and phone numbers for City staff responsible for the implementation of specific SSMP programs, staff on standby rotational schedule for spill response, and approved contractors and vendors.

As modifications to elements of this SSMP are deemed necessary, the City will implement them at the earliest practical time. A comprehensive SSMP update, and recertification will occur every six years or as necessary and will include any significant program changes. Note that changes in the SSMP should be tracked in the Change Log, which is included in Appendix I.

### **9.4 Updating the Sewer System Management Plan**

In accordance with Attachment D of the General Order, the updated SSMP will be recertified by the LRO and uploaded to the online CIWQS Sanitary Sewer System Database per next SSMP due date listed in Table 1.1 of this SSMP. Three months prior to the due date of their SSMP update, the LRO will distribute the SSMP, change log, annual reports, audits, and annual SERP updates to staff in charge of implementing an element of the SSMP. The initial review will be used to identify any changes that need to be made to the SSMP and identify any deficiencies. Following the initial review, the LRO and Data Submitter(s) will set up meetings with those in charge of implementing elements of the SSMP. Prior to the meeting, those in charge of an SSMP element will interview staff to get feedback and input. These meetings will help identify additional changes that need to be made to their respective SSMP element. In addition, the LRO may consider distributing the SSMP to other agencies to perform a peer review. The LRO and Data Submitter(s) shall incorporate these changes into the SSMP Update. Once recommendations are incorporated into the document, the SSMP will be ready for public dissemination and ultimately for approval by the City Council.

## CHAPTER 10 INTERNAL AUDIT

The General Order specifies the following requirements with respect to the Internal Audit element of the SSMP:

The SSMP shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of the General Order.

Per Section 5.4 of the General Order, at a minimum, an internal audit must:

- Evaluate the implementation and effectiveness of the City's SSMP in preventing spills.
- Evaluate the City's compliance with the General Order.
- Identify SSMP deficiencies in addressing ongoing spills and discharges to waters of the State.
- Identify necessary modifications to the SSMP to correct deficiencies.

Audit programs are intended to provide controls for ensuring that all programs associated with the SSMP are implemented as planned and managed appropriately. Audit outcomes should provide information about challenges and successes in implementing the SSMP by evaluating work practices and operations, documentation, procedures records, and staff for implementation effectiveness and consistency. The audit will identify any program or policy changes that may be needed to continually improve effective implementation. Information collected as part of an audit should be used to plan program or procedure revisions necessary to improve program performance.

### 10.1 Schedule

The City will conduct an internal audit of its SSMP, at a minimum frequency of once every three years. The audit's due date is within six months after the end of the three-year audit period. Table 1.1 includes the City's next audit due date and audit periods. The City will submit a complete audit report that includes using CIWQS:

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

### 10.2 Responsible Parties for Program Audit

The LRO is responsible for coordinating and compiling the major aspects of the program audit, including relevant interviews and data collection. The LRO may also designate key City staff that are knowledgeable in the City's wastewater collection facilities to assist with the audits. The City's maintenance staff must be involved in completing the audit. The audit must be completed internally under the supervision of the LRO.

## 10.3 Program Audit Report

The City's LRO will be responsible for coordinating the major aspects of the program audit, including relevant interviews and data collection as it relates to the SSMP audit. The information gathered for the purpose of an SSMP audit may include, but is not limited to, the following:

- Reviewing the progress made on the development of SSMP elements.
- Reviewing the status of the SSMP programs implemented.
- Identifying the success of various SSMP programs implemented.
- Identifying the improvements necessary to various SSMP programs.
- Describing system improvements within the audit period.
- Describing planned system improvements.
- Reviewing data related to spill occurrences.

Upon completion of the information gathering, the City must document the results in an audit report. Any major modifications to the SSMP that result from the SSMP audit will require certification by the City Council. The LRO will certify and submit an audit report to the online CIWQS Sanitary Sewer System Database per the requirements in Section 3.10 of Attachment E1 of the General Order. The City must retain the audit report on file in compliance with the General Order. A copy of the report must be submitted to the State and Regional Water Boards.

## CHAPTER 11 COMMUNICATION PROGRAM

The General Order specifies the following requirements with respect to the Communication Program of the SSMP:

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

The public for:

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

Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:

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

This chapter presents a summary of the steps to be taken by the City to communicate with the public on the development, implementation, and performance of the SSMP.

### 11.1 Public Outreach

The City will participate in public events to educate the public on the importance of stormwater control, FOG control, and water conservation. This is in addition to the FOG outreach the City already performs with industrial connections and FSEs, which is discussed in more detail in Section 7.4 of this SSMP. When mailing bills to customers the City will occasionally include pamphlets with contact information. The City plans to expand their public outreach campaigns to include multilingual communications as well as targeted outreach to assisted living programs, rental halls, car washes, and maintenance yards.

### 11.2 Closure Alerts

During a spill, it is standard procedure to secure the affected area and keep the public away. Should the City experience a spill that requires closures of public areas or enters a source of drinking water, signs will be placed indicating the issue and providing contact information. Staff will remain on site too until the appropriate authorities respond. The City will follow the advice of higher authorities, such as the local environmental health department and other regulatory authorities.

#### 11.2.1 Public Participation

Public meetings to discuss City-related issues are held regularly in the City Chambers located at City Hall, 1001 W. Center Street, Manteca, California 95337. The City encourages residents to attend council meetings to become better informed about how the City works and various issues. The council meetings provide the residents and concerned citizens a forum to provide the Board with input on particular programs through the Public Hearing process and through the Citizen Participation portion of each Board meeting. During Citizen Participation, each person who wishes to address the Council on an item not on the agenda may do so. Copies of the Council Agenda are made readily available to the public from the



City's website or City Hall. Approval of the completed SSMP is required by the City Council during a public council meeting.

Project-specific meetings may also be convened with community leaders and other citizens to discuss the impacts, schedule, and criteria of sewer-related projects and efforts. These meetings give citizens a forum to learn about the City's activities, voice their concerns, and receive clarification on a variety of issues. Often, the project managers arrange these meetings.

APPENDIX A

# CONTACT INFORMATION

Table A.1 Contact Information

Name	Position	Email	Telephone	Spill Response Staff
Toni Lundgren	City Manager	<a href="mailto:tlundgren@manteca.gov">tlundgren@manteca.gov</a>	209-456-8000	No
Kevin Jorgensen II	Director of Engineering	<a href="mailto:kjorgensen@manteca.gov">kjorgensen@manteca.gov</a>	209-456-8000	No
Jose Jasso	Acting Director of Public Works	<a href="mailto:jjasso@manteca.gov">jjasso@manteca.gov</a>	209-456-8000	No
Dustin Valiquette	Wastewater Operations Manager	<a href="mailto:dvaliquette@manteca.gov">dvaliquette@manteca.gov</a>	209-456-8486	No
Derek Perry	Collections System Supervisor	<a href="mailto:dperry@manteca.gov">dperry@manteca.gov</a>	209-456-8472	Yes
Darold Gainous	Lead Wastewater Maintenance Worker	<a href="mailto:dgainous@manteca.gov">dgainous@manteca.gov</a>		Yes
Roy Harwell	Senior Wastewater Maintenance Worker III	<a href="mailto:rhawell@manteca.gov">rhawell@manteca.gov</a>		Yes
Deven Goodwin	Wastewater Maintenance Worker III	<a href="mailto:dgoodwin@manteca.gov">dgoodwin@manteca.gov</a>		Yes
Ryan Collins	Wastewater Maintenance Worker III	<a href="mailto:rcollins@manteca.gov">rcollins@manteca.gov</a>		Yes
Ian Watson	Wastewater Maintenance Worker III	<a href="mailto:iwatson@manteca.gov">iwatson@manteca.gov</a>		Yes
Brent Linton	Wastewater Maintenance Worker II	<a href="mailto:blinton@manteca.gov">blinton@manteca.gov</a>		Yes
Robert Fredericksen	Wastewater Maintenance Worker II	<a href="mailto:rfredericksen@manteca.gov">rfredericksen@manteca.gov</a>		Yes
Humberto Webb	Wastewater Maintenance Worker II	<a href="mailto:hwebb@manteca.gov">hwebb@manteca.gov</a>		Yes
Greg Perez	Wastewater Maintenance Worker I	<a href="mailto:gperez@manteca.gov">gperez@manteca.gov</a>		Yes

APPENDIX B

# SPILL EMERGENCY RESPONSE PLAN

# **City of Manteca Spill Emergency Response Plan**

2 June 2023



Prepared for

**City of Manteca**  
1001 W. Center Street  
Manteca, CA 95337

KJ Project No. 2368007.00

**CITY OF MANTECA**  
**SPILL EMERGENCY RESPONSE PLAN**

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- Attachment III: Spill Flow Estimation Pictures
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**Prepared by:**





# **CITY OF MANTECA**

## **SPILL EMERGENCY RESPONSE PLAN**

### **Introduction to Spill Emergency Response Plan**

The City of Manteca's (City's) Spill Emergency Response Plan (SERP) presents a documented procedure for:

- identifying a sanitary sewer overflow (SSO) or spill;
- responding to a spill;
- notifying City, emergency and regulatory officials;
- notifying the public of potential environmental and health hazards, if applicable;
- documenting the spill event and response;
- reviewing the cause and generating improvements to prevent/minimize a future spill event; and
- developing an implementation plan to prevent/minimize a future spill event.

This SERP describes the need to mobilize labor, materials, tools, and equipment to correct conditions that may cause or contribute to a non-permitted discharge. The plan applies to a wide range of potential system failures that could create an overflow event. The SERP is composed of the following sections: 1) notification, 2) response, and 3) reporting.

This SERP is an update of the City's previous Sanitary Sewer Overflow Response Plan, incorporating the changes from the amended State Water Resources Control Board's (SWRCB) Monitoring and Reporting Program (MRP) (Order 2013-0058-EXEC) and to ensure compliance with the Waste Discharge Requirements (WDR) (Order 2022-0103-DWQ). The SERP is reviewed annually and updated as needed.

### **Spill Classification**

Under the MRP Order No. 2013-0058-EXEC and newly amended Order No. 2022-0103-DWR, spills are categorized into the following categories described below. However, regardless of the spill category or volume, the classification does not alter the City's spill response procedures (containment, control, and recovery) or staff's responsibility to understand and comply with notification and reporting processes.

#### **Category 1**

Discharges of untreated or partially treated wastewater of **any volume** resulting from the City's sanitary sewer system failure or flow condition that:

- Reach surface water, including surface water that contains no flow or volume of water;  
or

- Reach surface water from a drainage conveyance system due to sewage not being captured or disposed of properly, unless the drainage system discharges to a dedicated stormwater infiltration basin.

## **Category 2**

Discharges of untreated or partially treated wastewater **greater than or equal to 1,000 gallons** resulting from the City's sanitary sewer system failure or flow condition that does not reach a surface water.

## **Category 3**

Discharges of untreated or partially treated wastewater **equal or greater than 50 gallons and less than 1,000 gallons** resulting from the City's sanitary sewer system failure or flow condition that does not reach a surface water.

## **Category 4**

Discharges of untreated or partially treated wastewater **less than 50 gallons** resulting from the City's sanitary sewer system failure or flow condition that does not reach a surface water.

## **Private Lateral Sewage Discharges**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems **within a privately owned sewer lateral** connected to the City's sanitary sewer system or from other private sewer assets.

## **Section 1 – Notification to the City**

Overflows and spills may be reported by City employees, contractors or by the general public. Indications of an spill could include "dirty" discharge, foul odor, or unusual flooding such as overflowing manholes, cleanouts or pump stations. City employees report problems directly to wastewater maintenance or City staff. Telephone calls from the public are received by plant staff at the City's Wastewater Quality Control Facility (WQCF) and/or the City's police department and routed to the WQCF staff. For the complete chain of communication for responding to spills refer to Figure 1, Spill Response Field and Reporting Procedures Flowchart.

After receiving notification of a possible spill, the City records all relevant information on a Request for Service Form (Attachment I). Relevant spill information recorded on the Request for Service Form includes:

- Time and date call was received;
- Specific location;
- Description of problem;
- Time possible spill was noticed by the caller;
- Caller's name and phone number;
- Observations of the caller (e.g., odor, duration, back or front of property); and
- Other relevant information that will enable the maintenance worker to quickly locate, assess, and stop the overflow.

Information from the Request for Service Form is used by the plant staff to dispatch the appropriate maintenance worker or crew to the area. Once arriving on the site and the maintenance worker or crew confirms that an spill is occurring then a Spill Field Report form will be completed as shown in Attachment II.

Standard Operating Practices are followed when a spill reaches surface waters, for notification procedures refer to Figure 2, City of Manteca WQCF Spill Notification List.

## **Section 2 – Response by City**

Any system failure within the City's service area that causes or threatens to cause a spill will initiate an immediate response to isolate and correct the problem. Crews and equipment are available 24 hours per day. ***The maintenance worker must use discretion when assisting private property owners, occupants, or other non-City employees, as the City could face increased liability for damages inflicted to private property during such assistance.***

The following procedures have been developed for responding to spills. The purpose of these procedures is to ensure that all spill responses are handled efficiently and effectively and that all regulatory requirements are met. Maintenance workers are required to know and follow these procedures. Figure 1 summarizes the chain of communication for responding to a spill.

In order to limit public access to and contact with areas affected with spills, maintenance workers/supervisor will follow the following response procedures:

- I. Investigate and Assess the Problem:
  - A. Plant staff notifies the maintenance worker of potential spill and issues Request for Field Service for response.
  - B. Maintenance worker arrives on site and performs an investigation and assessment of the overflow. The maintenance worker will take immediate action to establish a perimeter and barricade the overflow in order to contain the area. Once the overflow perimeter has been established appropriate health hazard signs will be posted to protect the public from coming in contact with the overflow. The maintenance worker will determine the extent of the overflow, what additional City Operation and Maintenance (O&M) resources will be needed (spill response vehicle, vactor truck, rodger, backhoe and operator, etc.), what additional contract services may be needed (e.g., construction contractor, closed circuit television [CCTV] crew, etc.), and if notification of other agencies is required at that time. Pictures and/or video of the spill and surrounding area will be taken to document the spill.
  - C. Maintenance worker notifies City staff of recommended response. Maintenance worker will take the lead by following these procedures:
    1. Locate spill by address, cross street and point of overflow (i.e., manhole, cleanout, pump station, broken or damaged pipe, air/vacuum release valve [AVRV], flow meter structure, etc.).
    2. Determine the current magnitude of the spill.
      - Flooded structure

- Storm water inlet or exposure to waters of the U.S.
  - Potential for public exposure
  - Potential for other environmental impacts
  - Related problems
    - a. Is overflow related to a street collapse?
    - b. Is overflow related to construction work?
    - c. Is overflow related to fats, oil and/or grease (FOG) or other debris?
    - d. Is overflow causing a traffic hazard such as displaced manhole cover or street flooding?
  - Provide initial estimate of overflow rate using pictures (refer to Attachment III).
  - If the spill meets any one or all of the criteria listed below immediately contact designated City staff:
    - Discharges to surface water and/or reaches a drainage channel tributary to a surface water, or
    - Reaches a MS4.
  - Estimated damage to public and private property. City staff may enter private property for the purposes of documenting structural damage, floor and wall coverings, and personal property.
  - Take photographs and/or videotape of spill event and response as necessary to document the event.
3. Sampling of receiving waters impacted by the overflow is required to take place no later than 12 hours after the City's knowledge, particularly whenever an overflow is greater than 50,000 gallons and reaches a storm drain or surface water. Sampling at appropriate locations such as upstream, at entry point and downstream of overflow location will allow the City to establish and monitor the levels of contamination as well as to establish or compare with the natural background levels of bacteria in the receiving waters. If sampling is to be conducted, the Collection System Supervisor will communicate with the laboratory personnel to establish and complete the sampling regime. The Laboratory Analyst will notify San Joaquin County Department of Environmental Health (DEH) that sampling and monitoring is being conducted, and to verify if additional testing is required. The sampling regime is to be continued until a determination is made that contamination resulting from the overflow event no longer exists and no longer poses a health risk to the public.
- Contact lab personnel and transport sample to laboratory for analysis along with appropriate chain of custody form (Attachment IV). The sample will at least test for Fecal Coliform as a bacterial indicator to comply with the Fourth Edition of the Water Quality Control Plan (Basin Plan) for the Sacramento River and San Joaquin River Basins.
4. Begin initial documentation by completing Spill Field Report Form (Attachment II).

## II. Coordination with Hazardous Material Response:

If a suspicious substance (e.g., oil sheen, foamy residue) or odor (e.g., gasoline) is detected, the maintenance worker will contact City staff before taking further action. The City staff will contact the appropriate Hazardous Materials (HAZMAT) response team, according to City protocol, should site conditions be determined hazardous. The maintenance worker will remain at the perimeter of the area.

**PLEASE NOTE: Vehicle engines, portable pumps, and open flames (e.g., cigarette lighter) may cause an explosion or fire if exposed to flammable fluids or vapors. All City personnel will keep a safe distance and observe caution until the proper authority declares the area to be safe for entry.**

Cleanup of the hazardous material is supervised by the HAZMAT team. The maintenance worker(s) follows the instructions of the HAZMAT supervisor, but does not participate in the cleanup of the hazardous material. The maintenance worker proceeds with spill response procedures only after the HAZMAT supervisor determines it is safe to enter the area.

### III. Traffic Control:

Traffic control may be needed immediately to protect the public or City staff. Typically, immediate traffic control is needed if there is a street collapse or significant depression in the pavement that is related to the sewer, if the manhole is ajar, or if the overflow causes flooding of the street. Traffic control may also be needed to prevent wastewater from being further dispersed and to protect the maintenance worker(s) while containing the overflow and removing the blockage, determining the cause or repairing the problem.

- A. Provide traffic control per City standards and regulatory standards.
- B. If necessary, contact City police, highway patrol and County of San Joaquin Sheriff to assist with providing proper traffic control.

### IV. Contain spill:

Containment of the overflow is the next step. Containment becomes more difficult if the overflow reaches the storm drain system or drainage way since the overflow can rapidly contaminate receiving waters such as creeks, streams, rivers, and other water bodies. Figure 3 – Existing Collection System and Figure 4 – Existing Storm Drainage are guides to use by City maintenance worker(s) to contain the overflow. During dry weather, the storm drain system may be used to store the overflow if it can be plugged downstream of the overflow or if the downstream storm drain pump station can be deactivated.

- A. Options for containing overflow:
  - 1. Overflow onto ground
    - a. Rubber mats at catch basin or drain inlet.
    - b. Sand bags in gutter.
    - c. Dig trench in earth.
  - 2. Overflow into storm drainage

- a. Trace overflow in storm drainage system to downstream end point.
  - b. Plug all affected storm system outlets or block the creek and channels if necessary to contain spill.
  - c. If possible, turn off storm water pump station.
- 3. Overflow onto private and/or public property
  - a. Confirm spill not caused by the City sewer system (pump station, interceptor, trunk, main or lateral).
  - b. Notify property owner or resident.
  - c. Suggest private property owner or resident contact local plumber or other appropriate services such as restoration contractor.
- B. Post warning signs around contaminated area
- C. Required equipment for containing overflows:
  - 1. Overflow onto ground and in buildings
    - a. Rubber mats
    - b. Sand bags
    - c. Plastic sheets
    - d. Bypass pumps and pipes/hoses
    - e. Vactor truck
    - f. Spill Response Truck
    - g. Portable emergency generator
  - 2. Overflow into storm drain
    - a. Plugs
    - b. Bypass pumps and pipes/hoses
    - c. Vactor truck
    - d. Spill Response Truck
    - e. Portable emergency generator
  - 3. Overflow at pump station
    - a. Emergency generator
    - b. Bypass pumps and pipes/hoses
    - c. Vactor truck
    - d. Spill Response Truck
    - e. Portable emergency generator
  - 4. Additional warning signs
    - a. If public notification is determined necessary, City Management will determine the need for further public notification through printed or electronic news media or by alternative notification measures (i.e., front

door hangers). During the initial investigation and assessment of the spill the City will barricade the overflow and post the appropriate warning signs (refer to Section 2, paragraph I.B.). Table 1 below describes the procedures to follow for additional public notification:



**Table 1: Spill Emergency Posting Decision Process**

**Spill Emergency Response Plan  
City of Manteca**

**Spill Posting for a Confirmed Overflow**

---

- 1 Maintenance worker confirms a possible spill to City staff
  - 2 The maintenance worker provides detailed spill information to City staff
    - Overflow history at the spill site
    - Rainfall data, if wet weather related
    - Map identifying the spill location, surrounding area, and surface waters that may be impacted
    - Maintenance worker provides input on the posting recommendation
  - 3 City staff consults and recommends whether or not to post warning signs.
  - 4 If posting is recommended, warning signs are posted by the maintenance worker at specified locations.
  - 5 City staff decides when the warning signs are to be removed after notification of clean up by the maintenance worker.
- 

5. Begin preliminary notifications:

Refer to Figure 2 for spill reportable procedures, and to the Spill Field Report Form, Attachment II.

V. Correct Cause

The cause of the overflow may be located a considerable distance downstream of the actual overflow in areas with flat terrain. During large storms, overflows may occur because of infiltration and inflow (I/I) of storm water into the sewer system. I/I can greatly increase the flow in the collection system and cause overflows from pipes that are only partially blocked by roots, grease, or debris. However, during very large storms I/I can cause the flow in the collection system to exceed the hydraulic capacity of the pipes or pump stations. Under these conditions, it may not be possible to stop the overflow until the flows recede.

A. Locate cause of overflow

1. Sewer main
  - a. Check flow in manholes.
  - b. Blockage should be between manhole with sluggish flow or surcharging (upstream manhole) and manhole with very little flow or is dry (downstream manhole).

2. Sewer lateral
    - a. Check flow in City cleanout. If cleanout does not have flow, stoppage is located on private property and is not the City's responsibility.
    - b. If there is no existing City cleanout, notify property owner to clear stoppage.
  3. Pump station
    - a. Check alarm system for indication of problem. All alarms are telemetered by the supervisory control and data acquisition (SCADA) system to the WQCF on Yosemite Road.
    - b. If power failure has occurred, determine if pump station has an emergency generator and if emergency generator is operating. If pump station has an emergency generator outlet, deliver City's portable emergency generator to the site.
    - c. Observe pump station for proper operation.
- B. Clear Blockage
1. Within Sewer Main
    - a. Clear line from dry manhole, if possible, with high pressure cleaning or power rodding equipment and vactor truck.
    - b. Determine cause of blockage (if possible) by evaluating sample of debris or material captured downstream of cleaning and/or conduct CCTV inspection.
  2. Within Sewer Lateral
    - a. Maintenance worker will rod from property line cleanout to eliminate stoppage in City lateral.
  3. If blockage cannot be cleared:
    - a. Increase containment or initiate bypass pumping.
    - b. Perform CCTV inspection to determine problem.
    - c. Repair broken sewer line or excavate pipe and remove section with blockage and replace with a new pipe section and couplings.
- C. Pump station:
1. If pump station does not have power, connect portable emergency generator or portable bypass pump system.
  2. Check fuel for emergency generator or bypass pump system.
  3. If a pump is not operating properly, activate standby pump system.
  4. Investigate force main for possible damage or blockage.
  5. Make other repairs as necessary.

VI. Final Volume Estimate:

Spill response staff should make every effort to maintain a careful chronology of the events during an overflow event and make every attempt to conduct linear measurements of the discharge streams and flow velocities in order to effectively quantify the overflow volume. Photo documentation of the overflow event should also become a routine procedure in the overflow documentation process. The final overflow volume is estimated and will be stored in the City's records.

- A. Estimate final overflow rate using tables and pictures (refer to Attachment III).
- B. Overflow volume can also be estimated by multiplying the overflow duration by the overflow rate.
- C. Enter overflow volume in the Spill Field Report Form.

VII. Initiate Clean-up:

**Removal and replacement or disinfection of contaminated soil or drainage ways is only performed when directed by the appropriate agencies (e.g., DEH, California Department of Fish and Wildlife, etc.).**

- A. Storm drain or drainage way:
  - 1. Pump or vacuum out wastewater
  - 2. Remove debris
  - 3. Wash concrete and contain wash water, pump or vacuum out
  - 4. Remove contaminated soil/plants
  - 5. Sanitize spill area and drainage conveyance system without impacting receiving waters
  - 6. Remove all plugs/dams used to contain overflow
  - 7. Sanitize storm drain or drainage way without impacting receiving waters
- B. Street:
  - 1. Remove debris
  - 2. Wash pavement and contain wash water
  - 3. Contain and transport wastewater by pumping or vacuuming
  - 4. Sanitize spill area without impacting receiving waters

VIII. Receiving Water Sampling – See Section 2.I.C.3.

### Section 3 – Reporting Procedure

Certain overflows are required by law to be promptly reported to regulatory agencies. As described in the MRP, the timeframe for spill reporting depends on the spill category:

- Category 1 and Category 2 – Must be reported to the online CIWQS Sanitary Sewer System Database as follows:
  - Draft reports will be submitted to the online CIWQS Sanitary Sewer System Database **within three (3) business days** of the City becoming aware of the spill.
  - A final report will be certified through the online CIWQS Sanitary Sewer System Database **within 15 calendar days** of the end date of the spill.
- Category 1 – Spills 50,000 gallons or greater must be reported to the online CIWQS Sanitary Sewer System Database as follows:
  - A Spill Technical Report will be submitted to the online CIWQS Sanitary Sewer System Database within **45 calendar days** of the end date of the spill.
- Category 3 will be reported to the online CIWQS Sanitary Sewer System Database and certified within 30 calendar days after the end of the calendar month in which the spill occurs (e.g., all Category 3 spills occurring in the month of February will be entered into CIWQS and certified by March 30).
- Category 4 will be reported to the online CIWQS Sanitary Sewer System Database and certified within 15 days after the end of the calendar quarter (e.g., all Category 4 spills occurring in the months of January through March will be entered into CIWQS and certified by April 15).
- PLSDs – Reported to the online CIWQS Sanitary Sewer System Database upon the City’s discretion.
- Monthly Certification of “No Spills” or “Category 4 Spills Only” – If there are **no spills or only Category 4 Spills** during the calendar month, the City will either:
  - Certify, within 30 calendar days after the end of each calendar month a “No Spill” or “Category 4 Spills Only” statement in the online CIWQS Sanitary Sewer System Database certifying that there were no spills for the designated month; or
  - Certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the online CIWQS Sanitary Sewer System Database certifying that there were either no spills for each month or only Category 4 Spills in the quarter being reported on.

The designated staff will report as required above and continue with completing and processing the closure report as described below:

- A. Review, complete and sign required reports:
  - 1. Reportable Spill Field Report Form (Attachment II).

B. Documentation and Data Tracking:

1. Forward a copy of each signed report to the Collection System Supervisor for tracking and Sewer System Management Plan (SSMP) audits.
2. Assign each Spill Field Report Form with respective CIQWS ID number.

C. Review the SWRCB MRP Statewide General WDR for Wastewater Collection System Agencies to confirm the appropriate requirements are satisfied.

D. Reports and Data Capture:

Periodically, spills may occur in privately owned laterals. While the City is not legally required to respond to these spills, the City will use its resources to clean up the spill if it flows onto public property. The Collection System Supervisor and City Staff decide whether or not to bill the owner for these City services.

1. Assure that appropriate documentation has been completed.
2. For "Private Lateral Spills" provide copies of job-sheets/time-sheets to City staff.

E. Customer Satisfaction

City staff or maintenance workers may follow up in person or by telephone with interested citizen(s) who either reported the overflow or expressed concerns about public health or the environment. Document the discussion in a memo to the file and add spill CIQWS identification number, date, person contacted, and phone number.

F. Media Notification Procedure

If an overflow affects surface water or private property, media notification may be necessary. The City Public Works Director or City-designated representative determines if media notification is necessary. If so, the City will take the following steps:

- The maintenance worker verifies the spill and reports back to City staff, who then informs the Public Works Director;
- The Public Works Director is the "first line" of response to the media for any spill;
- Calls received from the media at any time are referred to the Public Works Director; and
- The Public Works Director or City-designated representative is the only City representative authorized to be interviewed by the media. No other personnel are authorized to speak on behalf of the City unless authorized by the City Public Works Director.

## **Section 4 – Required Notifications (Not to be confused with Reporting)**

Effective September 9, 2013, an amendment by the SWRCB to the Monitoring and Reporting Requirements for Statewide General WDR for Sanitary Sewer Systems Order No. WQ 2013-0058-EXEC was issued. The revised WDR stipulated the following notifications requirements be included in this SERP:

For any Category 1 spills **greater than or equal to 1,000 gallons** that results in a discharge to a surface water or Category 2 spills, the City will, as soon as possible, **but not later than two (2) hours** after:

- The City has knowledge of the discharge,
- Notification is possible, and
- Notification can be provided without substantially impeding cleanup or other emergency measures,

notify the California Office of Emergency Services (OES) at (800) 852-7550 and obtain a notification control number.

Effective December 6, 2022, Waste Discharge Requirements Order 2022-0103-DWQ was issued. The revised WDR stipulated the following notifications requirements be included in this SERP:

For any Category 3 spill **greater than or equal to 50 gallons**, the City will, as soon as possible, **but not later than three (3) days** after the City has knowledge of the discharge, notify the Regional Water Board.

## **Spill Tracking**

All complaints, confirmed spills, and sanitary sewer system repairs will be recorded into the City's CMMS database for Request for Service.

## **Staff and Contractor Personnel Awareness/Training**

For construction projects that involve excavation in and around existing wastewater facilities, the appropriate City Staff and contractor personnel will be made aware of and follow the SERP procedures by:

- During the design process for sewer related projects, the response plan will be part of the specifications.
- For sewer related projects, a pre-construction meeting will be held to emphasize important issues related to the project. One of the key points will be review of the Spill Emergency Response Plan.
- Initial Training Program – City O&M Department for the Collection System and WQCF will review the Spill Emergency Response Plan and be trained to complete a Spill Field Report Form; notification procedure; protection procedures for City Staff, public, and environment; clean up procedures; and implementation plan to prevent/minimize future spill events.

- Training Program – City O&M Department Staff will be trained once per year on the Spill Emergency Response Plan elements.
- New Employee Training – prior to starting work in the field for the City, each new employee will be required to review with their properly-trained supervisor the Spill Emergency Response plan elements.

**Key Staff**

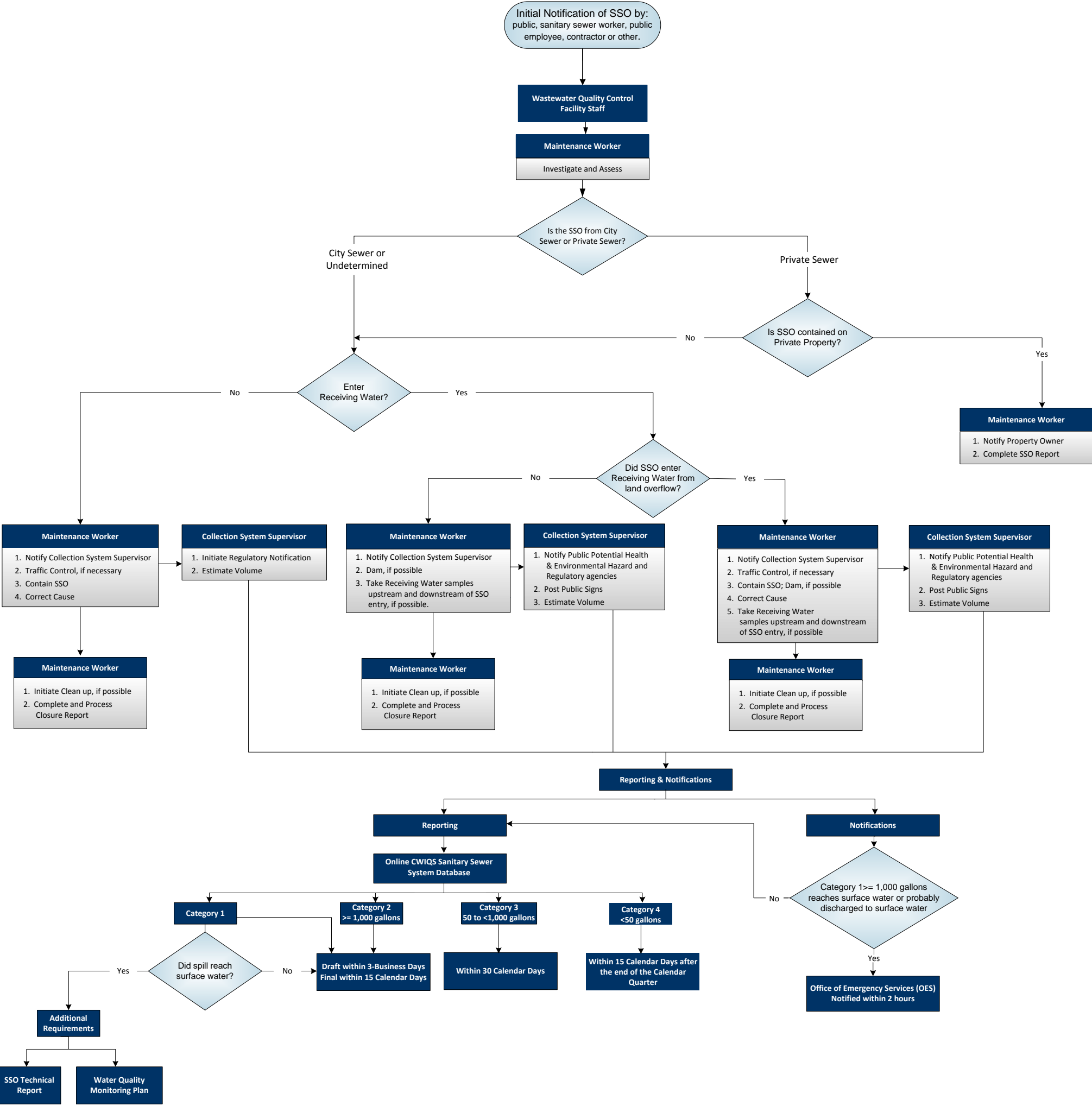
The key spill response staff are listed in Attachment V.

## Figures

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Figure 1 - City of Manteca SSO Response Field and Reporting Procedures Flowchart



## **FIGURE 2**

### **City of Manteca WQCF Spill Notification List Spill Emergency Response Plan**

1. Within two hours of becoming aware of any Category 1 Spill greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (OES) and obtain a notification control number. Follow direction from the OES on additional agencies that may need to be contacted. Document direction issued by OES. Follow plan for written reporting per Spill Emergency Response Plan.
2. Required Notification Contact Phone Numbers (See Item 4 below for possible information required to report to OES):
  - Office of Emergency Services (OES), State Warning Center (800) 852-7550
3. Optional/Additional Notification Contact Phone Numbers:
  - South San Joaquin Irrigation District (SSJID), (209) 249-4600
  - San Joaquin County Environmental Health Department, (209) 468-3400  
front desk
  - California Department of Health Services (DHS), Stockton, CA (209) 948-7696
  - California Department of Fish and Wildlife, Rancho Cordova, CA (916) 445-0045
  - City of Manteca Police Department (209) 456-8100
  - San Joaquin County Sheriff's Department (209) 468-4400
  - State of California Highway Patrol (209) 943-8600
  - Regional Water Quality Control Board (RWQCB), (916) 464-3291

4. Provide the requested information to OES; which may include the following information:

- Name of person notifying OES and direct return phone number.
- Estimated spill volume discharged (gallons).
- If ongoing, estimated spill discharge rate (gallons per minute).
- Spill Incident Description:
  - Brief narrative.
  - On-scene point of contact for additional information (name and cell phone number).
  - Date and time enrollee became aware of the spill.
  - Name of sanitary sewer system agency causing the spill.
  - Spill cause (if known).
- Indication of whether the spill has been contained.
- Indication of whether surface water is impacted.
- Name of surface water impacted by the spill, if applicable.
- Indication of whether a drinking water supply is or may be impacted by the spill.
- Any other known spill impacts.
- Spill incident location (address, city, state, and zip code).

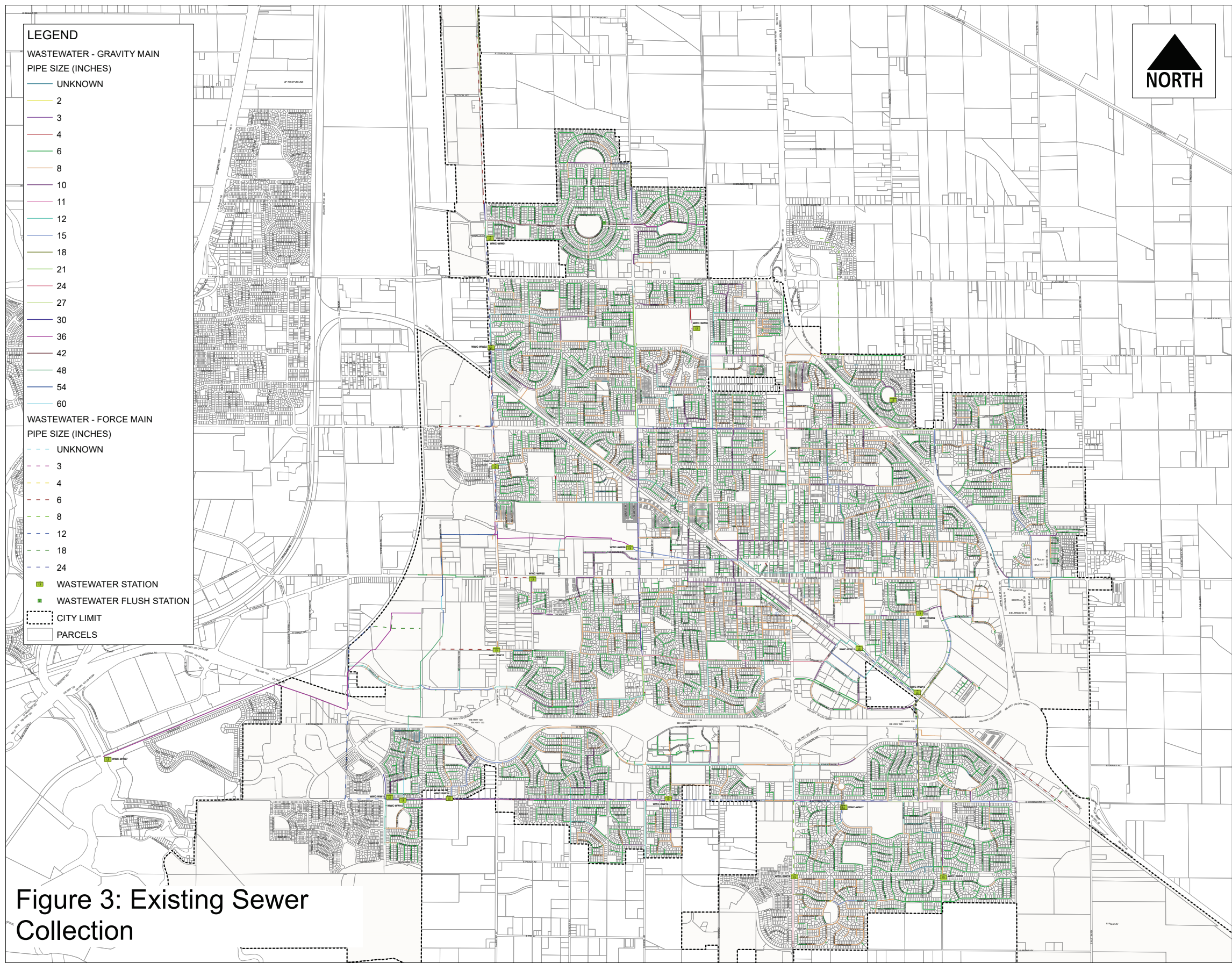


Figure 3: Existing Sewer Collection



# WASTEWATER CONVEYANCE SYSTEM

## MAY 2023

CITY OF MANTECA  
ENGINEERING DEPARTMENT  
1001 W. CENTER STREET  
MANTECA, CA 95337

Data on this map is intended for general use and informational purposes only. The City of Manteca does not warrant the accuracy, quality, or completeness of data or suitability for any particular purpose. Information on this map is not intended to replace engineering, survey, or other primary research methods.

0 0.25 0.5 1 MILES

F. GUILLORY MAY 2023  
I:\utopiatengr\PWENG\807 Maps & Surveys\807-09 Utilities\Sewer\Wall Maps\20230531\_Sewer\_Conveyance\_System.mxd



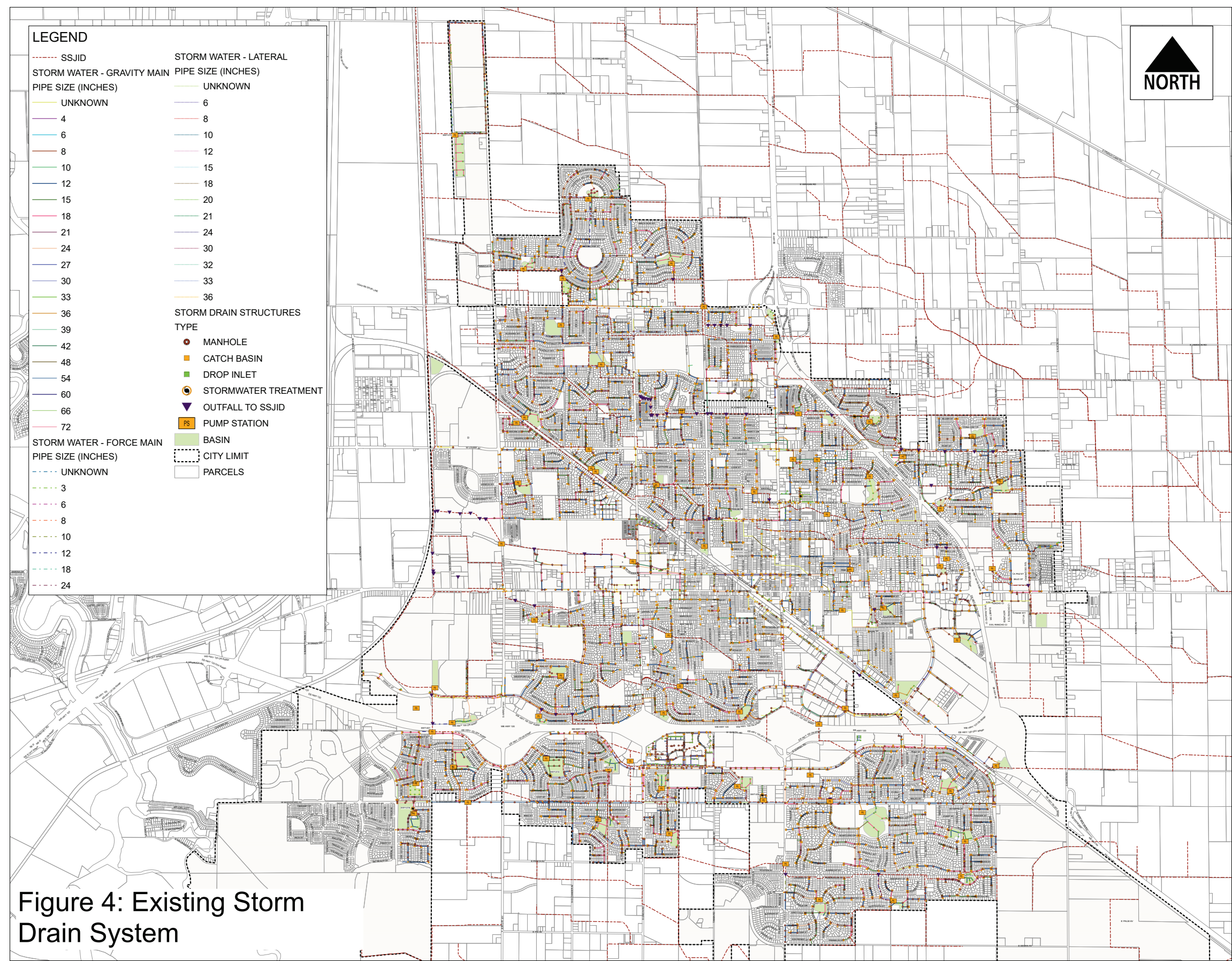


Figure 4: Existing Storm Drain System



# STORMWATER CONVEYANCE SYSTEM

## MAY 2023

CITY OF MANTECA  
ENGINEERING DEPARTMENT  
1001 W. CENTER STREET  
MANTECA, CA 95337

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0 0.25 0.5 1  
MILES

F. GUILLORY MAY 2023  
\\utopialeng\p\WENG\807 Maps & Surveys\807-09 Utilities\Storm\Wall Maps\20230531\_Stormwater\_System\_42x48.mxd

## **Attachment I**

---

Request for Service Form

ID: \_\_\_\_\_

Rev. 9-24-13

## REQUEST FOR SERVICE

**\*To Be Completed By Person Answering The Phone**

\*Date: \_\_\_\_\_ \*Time: \_\_\_\_\_ Am/Pm

\*Resident's Name: \_\_\_\_\_

\*Address: \_\_\_\_\_

\*Cross Street: \_\_\_\_\_

\*Phone: \_\_\_\_\_ Home/Work/Cell (Please Circle)

\*Call Received By: \_\_\_\_\_

\*Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tools Used To Clear Blockage: Sand Points \_\_\_\_\_ 2.5" \_\_\_\_\_ 3.5" \_\_\_\_\_

Footage Of Cable From Top Of Clean Out To Plug: \_\_\_\_\_ Feet.

Did Sewage Spill? (Check One) Yes \_\_\_\_\_ No \_\_\_\_\_ Amount Of Gallons: \_\_\_\_\_

Did Spill Reach Storm Drain Inlet? (Check One) Yes \_\_\_\_\_ No \_\_\_\_\_

How Was Spill Cleaned Up? Vacuum: \_\_\_\_\_ Jetted: \_\_\_\_\_

How Often Have We Been There? \_\_\_\_\_

How Often Does The Resident Say We've Been There? \_\_\_\_\_

Does This Site Need To Have A Video Done? (Check One) Yes \_\_\_\_\_ No \_\_\_\_\_

Mainline: (Check One) Yes \_\_\_\_\_ No \_\_\_\_\_

Jetted From Dry Manhole At: \_\_\_\_\_

Other Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Arrival Time: \_\_\_\_\_ Completion Time: \_\_\_\_\_ Total: \_\_\_\_\_

(Office Use Only)

Circle One

Sewer Station

Storm Station

Clean Out

Flooding

Main Line

Storm Basin

Odor

WQCF

Other: \_\_\_\_\_

Longitude: \_\_\_\_\_

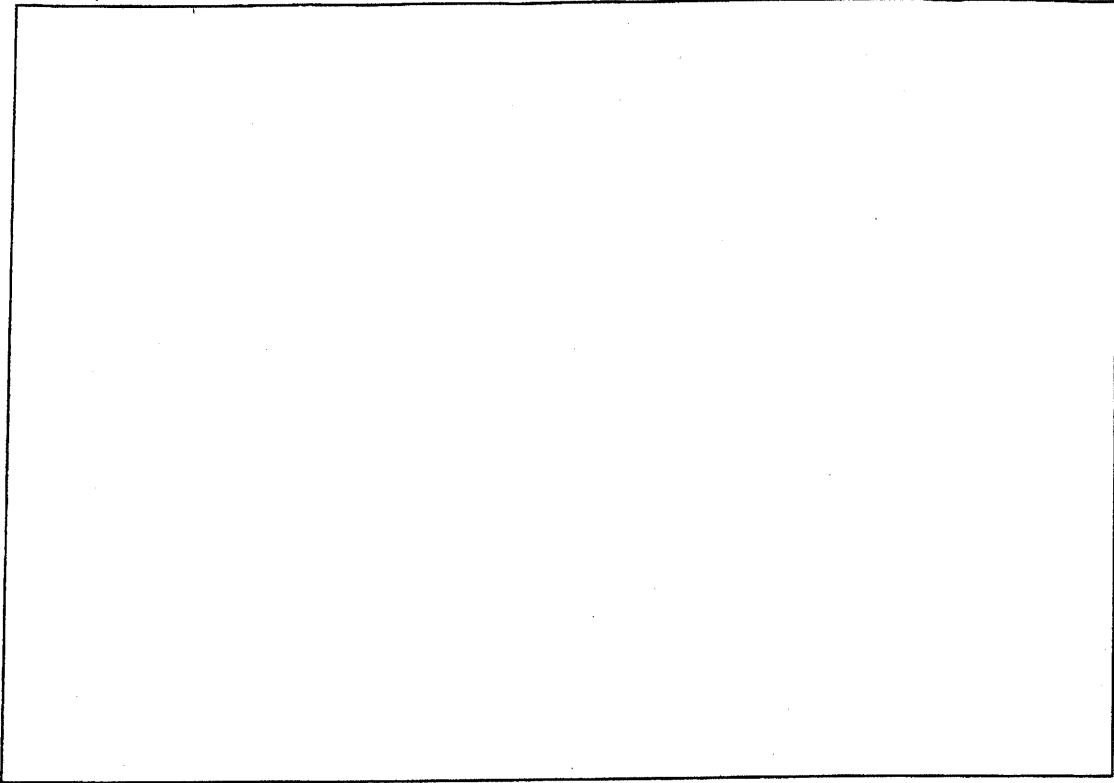
Latitude: \_\_\_\_\_

Event ID: \_\_\_\_\_

Confirmation #: \_\_\_\_\_

# SPILL ESTIMATION WORKSHEET

DRAW/SKETCH SPILL AREA



AREA OF A SQUARE/RECTANGLE IS: Length x Width x Depth = cu ft

AREA OF A CIRCLE IS: Dia x Dia x 0.785 x Depth = cu ft

AREA OF A TRIANGLE IS: Base x Height x 0.5 x Depth = cu ft

1/8" = 0.01'	3" = 0.25'
1/4" = 0.02'	4" = 0.33'
3/8" = 0.03'	5" = 0.42'
1/2" = 0.04'	6" = 0.50'
5/8" = 0.05'	7" = 0.58'
3/4" = 0.06'	8" = 0.67'
7/8" = 0.07'	9" = 0.75"
1" = 0.08'	10" = 0.83"
2" = 0.17'	12" = 1.00'

\_\_\_\_\_ cu ft x 7.48 gallons = \_\_\_\_\_ Gallons spilled



## **Attachment II**

---

(Sample) Spill Field Report Form

# (Sample) Spill Field Report Form

## CITY OF MANTECA SPILL FIELD REPORT FORM

### ALL ITEMS MUST BE COMPLETED

#### General Information

1. Spill Event ID No (Issued automatically by CIWQS): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
- 1a. Customer Service Call Number: \_\_\_\_\_
2. Call Received From: \_\_\_\_\_
3. Date Received: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY)
4. Time Received: \_\_\_\_:\_\_\_\_ (24-Hour Time)
5. Report Filled Out By: \_\_\_\_\_ Phone Number (\_\_\_\_)\_\_\_\_-\_\_\_\_

#### Section A. Physical Location Details (REQUIRED FOR CATEGORIES 1, 2, 3, & 4 SSOs)

1. Spill Location Name: \_\_\_\_\_  
(If the overflow did not occur at a street location, then use other identifiers such as intersection or manhole number)
2. Latitude: \_\_\_\_\_ deg. \_\_\_\_\_ min. \_\_\_\_\_ sec or \_\_\_\_\_ decimal degrees
3. Longitude: \_\_\_\_\_ deg. \_\_\_\_\_ min. \_\_\_\_\_ sec or \_\_\_\_\_ decimal degrees
4. Street Type: ☐ Alley, ☐ Avenue, ☐ Boulevard, ☐ Circle, ☐ Freeway, ☐ Highway, ☐ Lane,  
☐ Loop, ☐ Trail, ☐ Other \_\_\_\_\_
5. Cross Street: \_\_\_\_\_
6. City: \_\_\_\_\_
7. County: \_\_\_\_\_
8. Spill Location Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Regional Water Quality Control Board: \_\_\_\_\_  
\_\_\_\_\_

## (Sample) Spill Field Report Form

### Section B. Spill Details

1. Number of Appearance Points: \_\_\_\_\_
2. Spill Appearance Point (provide photos):
  - ☐ Building or Structure
  - ☐ Force Main or Pressure Sewer
  - ☐ Gravity Sewer
  - ☐ Other (specify) \_\_\_\_\_
  - ☐ Manhole
  - ☐ Other Sewer System Structure
  - ☐ Pump Station
3. Did the spill discharge to a drainage channel and/or surface water? ☐ Yes ☐ No
4. Did the spill discharge to a storm drainpipe that was not fully captured and returned to the sanitary sewer system? ☐ Yes ☐ No
5. Is the spill located within 1,000 feet of a municipal water intake or municipal groundwater well? ☐ Yes ☐ No
6. Private lateral spill? ☐ Yes ☐ No
7. Name of Responsible Party (if private lateral) \_\_\_\_\_
8. Final spill destination (provide photos, check multiple if necessary):
  - ☐ Beach
  - ☐ Building or structure
  - ☐ Other paved surface
  - ☐ Storm drain
  - ☐ Street/curb and gutter
  - ☐ Surface Water
  - ☐ Unpaved surface
  - ☐ Other (specify) \_\_\_\_\_
  - a. Explanation of final spill destination \_\_\_\_\_
  - b. Did spill create a nuisance (e.g., traffic or pedestrian impacts, private or public property impacts, etc.)? ☐ Yes ☐ No
9. Estimated total spill volume (gallons): \_\_\_\_\_
  - a. Volume that reached a separate storm drain that flows to a surface water body? \_\_\_\_\_gallons
  - b. Volume that reached a drainage channel that flows to a surface water body? \_\_\_\_\_gallons
  - c. Volume discharged directly to a surface water body? \_\_\_\_\_gallons
  - d. Volume discharged to land (e.g., soil, grass, curb, street, etc.)? \_\_\_\_\_gallons

## (Sample) Spill Field Report Form

10. Estimated total spill volume recovered (gallons): \_\_\_\_\_

- a. Volume recovered from the separate storm drain that flows to a surface water body (**Do not include wash water recovered**)? \_\_\_\_\_gallons
- b. Volume recovered from a drainage channel that flows to a surface water body? \_\_\_\_\_gallons
- c. Volume recovered from the surface water body? \_\_\_\_\_gallons
- d. Volume recovered from the discharge to land? \_\_\_\_\_gallons

11. Estimated volume of spill that reached surface water, drainage channel, or not recovered from a storm drain (gallons): \_\_\_\_\_

12. Estimated current spill rate (gallons per minute, if applicable): \_\_\_\_\_

13. Estimated spill start Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

- a. Explanation of volume estimation methods used: \_\_\_\_\_

Provide diagrams and/or photographs of spill incident. Include details that will help explain how overflow volume was determined.

14. Sanitary sewer system agency was notified of or discovered spill Date/Time:

\_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

15. Estimated Operator arrival Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

16. Estimated spill end Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

17. Spill cause:

- |                                                  |                                                          |
|--------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Debris                  | <input type="checkbox"/> Pipe structural problem/failure |
| <input type="checkbox"/> Flow exceeded capacity  | <input type="checkbox"/> Pump station failure            |
| <input type="checkbox"/> Grease deposition (FOG) | <input type="checkbox"/> Rainfall exceeded design        |
| <input type="checkbox"/> Operator error          | <input type="checkbox"/> Root intrusion                  |
|                                                  | <input type="checkbox"/> Vandalism                       |

☐ Other (specify) \_\_\_\_\_

a. Spill cause explanation \_\_\_\_\_

b. Where did failure occur? \_\_\_\_\_

c. Description of pipe material and estimated age of pipe material at the failure location \_\_\_\_\_

## (Sample) Spill Field Report Form

d. Explanation of where failure occurred \_\_\_\_\_

\_\_\_\_\_

e. Description of impact of the spill \_\_\_\_\_

\_\_\_\_\_

18. If spill caused by wet weather, choose storm size:

☐ 1 Year

☐ 100 Year

☐ 2 Year

☐ >100 Year

☐ 5 Year

☐ Unknown

☐ 10 Year

☐ \_\_\_\_\_ Number of inches in time (hours or minutes)

☐ 50 Year

a. Was there measurable precipitation during the 72-hour period prior to the overflow? ☐ Yes ☐ No

19. Diameter of sewer pipe at the point of blockage or spill cause (inches, if applicable):

\_\_\_\_\_

\_\_\_\_\_

20. Material of sewer pipe at the point of blockage or spill cause (if applicable):

\_\_\_\_\_

\_\_\_\_\_

21. Estimated age of sewer pipe at the point of blockage or spill cause (if applicable):

\_\_\_\_\_

\_\_\_\_\_

22. Description of terrain surrounding the point of blockage or spill cause (if applicable):

☐ Flat

☐ Mixed

☐ Steep

23. Spill response activities (check multiple if necessary):

☐ Cleaned-up (mitigated spill effects)

☐ Inspected sewer using CCTV to determine cause

☐ Contained all or portion of spill

☐ Restored flow

## (Sample) Spill Field Report Form

- ☐ Returned all or portion of spill to \_\_\_\_\_ sanitary sewer system  
☐ Other (specify) \_\_\_\_\_

a. Explanation of spill response activities \_\_\_\_\_  
\_\_\_\_\_

24. Spill response completion Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_  
(24:00)

25. Spill corrective action taken (check multiple if necessary):

- ☐ Added sewer to preventive maintenance program  
☐ Adjusted schedule/method of preventive maintenance  
☐ Enforcement action against FOG source  
☐ Plan rehabilitation or replacement of sewer  
☐ Repaired sewer  
☐ Modified Spill Emergency Response Plan  
☐ Other(specify) \_\_\_\_\_

a. Explanation of spill corrective action taken \_\_\_\_\_  
\_\_\_\_\_

### QUESTIONS 26-34 FOR CATEGORIES 2-4 NOT REQUIRED (SKIP TO SECTION C)

26. Visual inspection results from impacted receiving water: \_\_\_\_\_  
\_\_\_\_\_

27. Health warnings posted? ☐ Yes ☐ No

a. If health warnings posted, list the location(s) of posting:  
\_\_\_\_\_  
\_\_\_\_\_

28. Did the spill result in a beach closure? ☐ Yes ☐ No

a. Name of impacted beach(es) (if applicable): \_\_\_\_\_

29. Name of impacted surface water(s) (if applicable): \_\_\_\_\_

30. Impacts on aquatic life (if applicable): \_\_\_\_\_

31. Describe Investigations: \_\_\_\_\_

## (Sample) Spill Field Report Form

32. Were samples of the contamination receiving water obtained for each day of the duration of the spill? ☐ Yes ☐ No

32a. If samples were obtained, check the sampling location(s):

- ☐ **DCS-001:** A point in a drainage conveyance system, before the drainage conveyance system flow discharges into a receiving water.
- ☐ **RSW-001 Point of Discharge:** A point(s) in the receiving water where sewage initially enters the receiving water.
- ☐ **RSW-001U: Upstream of Point of Discharge:** A point in the receiving water, upstream of the point of sewage to capture ambient conditions absent of sewage discharge impacts.
- ☐ **RSW-001D: Downstream of Point of Discharge:** A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

32b. If samples were obtained, who obtained the samples? \_\_\_\_\_

32c. Samples Delivered to for Testing:

\_\_\_\_\_

32d. Chain of Custody number for samples: \_\_\_\_\_

and Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY)

33. Water quality samples analyzed for (check multiple if necessary):

- ☐ Ammonia
- ☐ Dissolved oxygen
- ☐ Other chemical indicator(s) (specify) \_\_\_\_\_
- ☐ Biological indicator(s) (specify) \_\_\_\_\_
- ☐ No water quality samples taken
- ☐ Not applicable to this spill
- ☐ Other (specify) \_\_\_\_\_

## (Sample) Spill Field Report Form

a. Explanation of water quality samples analyzed for \_\_\_\_\_

\_\_\_\_\_

34. Water quality sample results reported to (check multiple if necessary):

- ☐ County Health Agency
- ☐ Regional Water Quality Control Board
- ☐ None of the above
- ☐ No water quality samples taken
- ☐ Not applicable to this spill

a. Explanation of water quality samples reported to \_\_\_\_\_

\_\_\_\_\_

35. Overall spill description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

36. Provide photos of:

- |                                                           |                                                                                |
|-----------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Waterbody bank erosion           | <input type="checkbox"/> Water surface sheen (potentially from oil and grease) |
| <input type="checkbox"/> Floating matter                  | <input type="checkbox"/> Impact to receiving water                             |
| <input type="checkbox"/> Discoloration of receiving water |                                                                                |

### Section C. Notification Details

1. California Office of Emergency Services(OES) Control Number:

\_\_\_\_\_

2. Cal OES Called Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

3. County health agency notified? ☐ Yes ☐ No

4. County health agency notified Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY)

\_\_\_\_:\_\_\_\_ (24:00)

5. Regional Water Quality Control Board (RWQCB) notified? ☐ Yes ☐ No



## (Sample) Spill Field Report Form

6. RWQCB notified Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)
7. Other agency notified? ☐ Yes ☐ No If yes, Name of agency \_\_\_\_\_
8. Other agency notified Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)
9. Was any of this spill report information submitted via fax to the Regional Water Quality Control board? ☐ Yes ☐ No
10. RWQCB faxed spill report information Date/Time: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY) \_\_\_\_:\_\_\_\_ (24:00)

### Section D. Cost Recovery (FOR CITY USE ONLY)

Was the Spill from a private system or caused by an outside agency, contractor or person?

☐ Yes ☐ No (If 'Yes', continue filling in as much information as possible.)

☐ The Spill was from a private system.

☐ The Spill was caused by an activity being performed by an outside:

☐ Agency ☐ Contractor ☐ Person ☐ Other \_\_\_\_\_

Name of complex, agency, contractor or person: \_\_\_\_\_

Address of complex, agency, contractor or person: \_\_\_\_\_

\_\_\_\_\_

Name of insurance company, agent's name and phone number, if known:

\_\_\_\_\_

Name of person providing information: \_\_\_\_\_

Name and phone number of any witness(es):

\_\_\_\_\_

\_\_\_\_\_

## **(Sample) Spill Field Report Form**

---

## **Attachment III**

---

Spill Flow Estimation Pictures

# Reference Sheet for Estimating Sewer Spills from Overflowing Sewer Manholes

*All estimates are calculated in gallons per minute (gpm)*



5 gpm



25 gpm



50 gpm



100 gpm



150 gpm



200 gpm



225 gpm



250 gpm



275 gpm

SSO Flow Estimation Pictures

## Sewer Spill Estimation

EXAMPLE 1: To calculate the estimated amount of gallons in a ponded sewage spill you must determine the volume of the spill. If it is a rectangular contained area,

Volume = Length x Width x Depth x 7.48 gallons/cu. ft. = Gallons

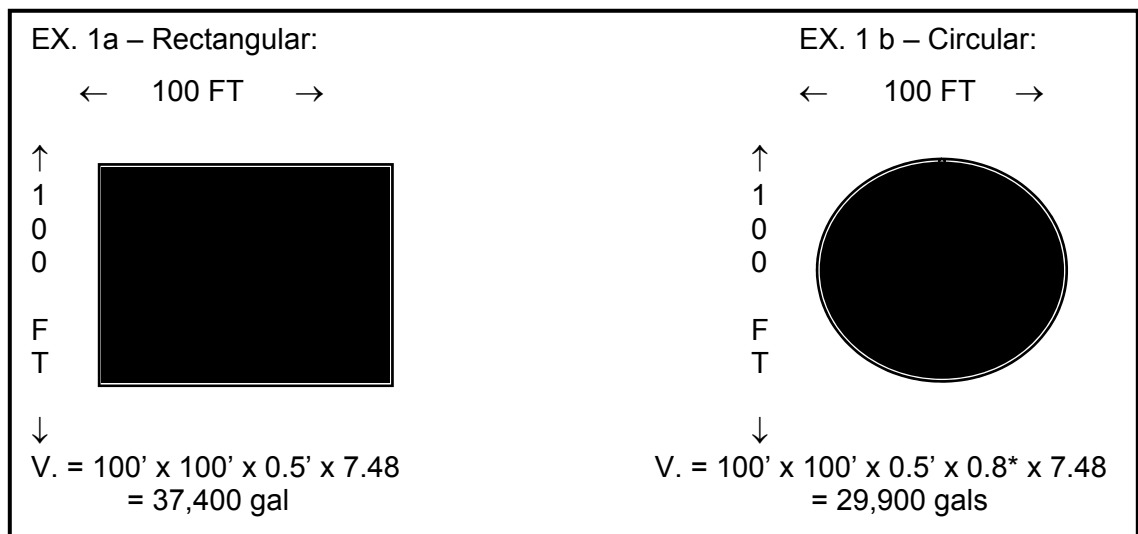
A spill 100' x 100' x 6" x 7.48 gal/cu. ft. = 100' x 100' x 0.5' x 7.48 gal/cu. ft. = 37,400 gal

See illustration below for estimating the volume of a circular ponded area.

EXAMPLE 2: If you are dealing with a spill that has been running into a storm drain, you must estimate the gallons by the amount of time of the overflow times the number of connections on the receiving line (assume 240 gal per household per 24 hrs).

If you have a line with 6 houses on it, and it has been overflowing for 24 hrs:

$$6 \text{ houses} \times (240 \text{ gal/house}) \times 24 \text{ hours} = 1,440 \text{ gal}$$



\*Factor for estimating area of a circle as a portion of the area of a square.

EXAMPLE 3a: If the overflow is less than 24 hours in duration, then the calculation must prorate the daily sewage generation rate. If you have 60 houses on a line that has been overflowing for 1 hr:

$$60 \text{ houses} \times (240 \text{ gal/day/house}) \times 1 \text{ hr} \times (1\text{day}/24\text{hr}) = 600 \text{ gal}$$

EXAMPLE 3b: If you have 6 houses on a line that has been overflowing for 12 hours:

$$6 \text{ houses} \times (240 \text{ gal/day/house}) \times 12 \text{ hrs} \times (1\text{day}/24\text{hr}) = 720 \text{ gal}$$

Note that the time of day of the overflow should be considered in the calculation of its volume especially if the land use of the tributary area to the overflow is predominantly residential. Over 90% of the daily sewage discharge from an average home occurs between the hours of 6 am and 12 midnight with 50-75% of the daily sewage discharge occurring between 8 am to noon and 7 pm to 11 pm (“diurnal peak hours”). This could result in a flow rate of 15 to 22.5 gal/hr during the diurnal peak hours vs. 10 gal/hr (average) over 24 hours.

If there is mixed land use tributary to an overflowing sewer, the following unit flow rates should be used in addition to the residential, as appropriate: hotel/motel – 100 gpd/room; restaurant - 55 gpd/seat; business offices - 175 gpd/1000 sq. ft.; and commercial/retail - 75 gpd/1000 sq.ft.

Wet weather conditions could further affect the per home daily sewage contribution due to infiltration and inflow (I/I) sources.

## **Attachment IV**

---

City of Manteca Chain-of-Custody Record and Analysis Request

## Laboratory Chain of Custody

**Submission:**

City of Manteca  
2450 W. Yosemite Ave., Manteca, CA 95337

[illegible]

Signature	Print Name	Company	Date	Time
Received / Relinquished by:				
Received / Relinquished by:				
Received / Relinquished by:				
Received / Relinquished by:				
Received / Relinquished by:				



## **Attachment V**

---

City of Manteca Key Personnel

## City of Manteca Key Personnel

- Wastewater Quality Control Facility (209) 456-8470
- WQCF Collections System Supervisor (209) 456-8472  
(209) 496-4991
- WQCF Chief Plant Operator (209) 456-8486
- WQCF Superintendent (209) 456-8473
- Maintenance Workers
  - Lead Maintenance Worker (209) 639-4886
  - Maintenance Worker I (209) 639-4886
  - Maintenance Worker II (209) 639-4886
  - Maintenance Worker III (209) 639-4886
  - Standby Worker (209) 639-4892

APPENDIX C

# SERVICE AGREEMENTS

A G R E E M E N T

THIS AGREEMENT, made and entered into this 28th  
day of May, 1974, by and between the CITY OF  
MANTECA, a Municipal Corporation, hereinafter referred to  
as "CITY", and the RAYMUS VILLAGE MAINTENANCE DISTRICT, a  
maintenance district organized and existing under Division  
7 of the Streets and Highways Code of the State of Cali-  
fornia (The Improvement Act of 1911), hereinafter referred  
to as "DISTRICT";

WITNESSETH:

WHEREAS, District has existing sanitary sewers, ap-  
purtenances, and facilities within District and proposes  
to maintain and operate said sanitary sewers, appurtenances,  
and facilities for the benefit of owners and occupants of  
the property in said District; and

WHEREAS, District has applied to City for permission  
to install a sanitary sewer trunk line into the sanitary  
sewer lines of City and cause sewage to be discharged from  
District's sewer lines into the sewer system of City and  
to be treated and disposed of in the sewage disposal plant  
or plants of City; and

WHEREAS, District and City entered into an agreement  
dated February 6, 1973, providing for the disposal of sewage  
from District into the sewage system and disposal and treat-  
ment plant or plants of City, for the benefit of the owners  
and occupants of property within District, and providing  
for the payment to City of rentals, fees, amounts and  
charges; and

WHEREAS, District and City desire to amend said  
agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of District and City that certain agreement dated February 6, 1973, is terminated and superseded by this agreement as follows:

1. City agrees that upon execution of this contract, District may cause the sewer lines of the District to be connected into the sewer lines and system of the City by an eight (8) inch force main interceptor sewer line from the District to Louise Avenue. Said line to be constructed to City construction standards at the sole expense of the District.

2. This agreement and the permission granted to connect the sewer system of City shall be for the period commencing January 1, 1974, and terminating on December 31, 1986.

3. District agrees to pay to City the sum of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) as a connection fee for each dwelling unit existing as of the date of execution of this agreement, connecting into the sewer system of City. Connection rates for future dwellings shall be in accordance with the City's Sewer Connection Ordinance, which is in effect at the time of connection, except that connection fees to be paid shall not exceed fees generally required to be paid upon lands in the City of Manteca. The County shall not issue building permits for additional dwelling units within the District until a receipt of payment is presented to County evidencing prior payment of the sewer connection fee.

4. Upon installation of said force main interceptor sewer line and upon receipt, treatment, and disposal by City of sewage from District, District agrees to pay annually to the City in consideration for the services provided the following charges:

(a) A processing charge based on the volume of discharge into the sewer system of City as measured by that

flow meter to be installed by District. The District shall be responsible for presenting a monthly flow meter reading to the Director of Public Works of the City of Manteca. Said processing charge shall be based on the cost of operating and maintaining the sanitary system by City and shall be reviewed annually to determine the appropriate rate. In no case shall the processing charge rate for the District be greater than the average rate charged a residential dwelling within the City limits.

(b) An amount to compensate City for a prorata portion of the existing and future annual sewer bond obligation of City; said compensation shall be no greater than the amount to be paid by individual dwellings within City and shall be reviewed annually to determine the appropriate rate. However, if any part of sewer bond obligation is paid out of City Capital Improvement Account, District shall pay the prorata unit amount in addition to the established tax rate.

(c) Any amount equivalent to the prorata share of any annual Sewer Improvement Revenue Program adopted by City, providing that under no circumstances shall District pay a greater prorata share for each dwelling unit than that share paid by a dwelling unit within the City.

(d) Collection and distribution of all monetary obligations as agreed to herein by the District shall be initiated and delivered by the District to the City annually in arrears. Said fees and charges shall be due and payable to the City on the first day of June, covering the period from June 1st through May 31st of the preceding year, and shall be paid no later than the thirtieth day of June in each year.

5. Upon annexation by the City of lands outside the

boundaries of the District containing easements for sewer purposes, the District shall offer to dedicate to the City those portions of said force main interceptor sewer line and easement within said annexations. City will maintain said interceptor line so that the flow will not be impeded.

6. District agrees to maintain at its sole expense said force main interceptor sewer line EXCEPT, those dedicated portions accepted by the City.

7. City agrees, in consideration of the rentals, fees, and payments hereunder, to receive into its sewer system, to treat at its sewage treatment plant, and to dispose of all the sewage, including the effluent and residue, discharged by the sewer lines of District, EXCEPT City will be required to accept only that sewage produced within the area in District as of the date of execution of this agreement. It is further understood that under no circumstances will City be required to receive sewage from any more than Four Hundred and Sixteen (416) dwelling units within the present existing boundaries of the District, as indicated in the attached Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MANTECA, a  
Municipal Corporation

By

*Jack C. Snyder*  
JACK C. SNYDER, Mayor

ATTEST:

*Nell Cornell*  
NELL CORNELL, City Clerk

APPROVED AS TO FORM:

*Duane Martin*  
DUANE MARTIN  
City Attorney

RAYMUS VILLAGE MAINTENANCE  
DISTRICT, a maintenance dis-  
trict organized and existing  
under Division 7 of the Streets  
and Highways Code of the State  
of California (The Improvement  
Act of 1911)

By *Dan S. Parises*  
DAN S. PARISES, Chairman  
Board of Supervisors

APPROVED AS TO CONTENT:

*William J. Ward*  
WILLIAM J. WARD  
Director of Public Works

APPROVED AS TO CONTENT:

*Charles E. Dixon*  
CHARLES E. DIXON  
County Administrator

APPROVED AS TO FORM:  
GERALD A. SHERWIN  
County Counsel

By *Michael McGrew*  
MICHAEL MCGREW  
Deputy County Counsel

THE FOREGOING IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST

RALPH W. EPPERSON

MAY 28 1974 19  
COUNTY CLERK AND CLERK OF THE BOARD  
OF SUPERVISORS OF THE COUNTY OF SAN  
JUAN, STATE OF CALIFORNIA

By

*Margaret C. Smith* Deputy





BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA

R-74- 1186

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY  
OF MANTECA AND THE RAYMUS VILLAGE MAINTENANCE DISTRICT

oOo

IT IS HEREBY RESOLVED that the Raymus Village Maintenance District shall enter into that certain agreement with the City of Manteca providing for disposal of sewage from said District into the system of the City.

IT IS FURTHER RESOLVED that the Chairman of this Board of Supervisors be, and he hereby is, authorized and directed to sign said agreement on behalf of the Raymus Village Maintenance District.

PASSED AND ADOPTED this 28th day of May, 1974, by the following vote of the Board of Supervisors, to wit:

AYES: Supervisors Perino, Wisdom, Fondse, Parises

NOES: None

ABSENT: Supervisor Wiler

*Dan S. Parises*

DAN S. PARISES, Chairman  
Board of Supervisors  
County of San Joaquin  
State of California

ATTEST: RALPH W. EPPERSON  
County Clerk and Ex-officio  
Clerk of the Board of Super-  
visors of the County of San  
Joaquin, State of California

By *Maymie C. Smith* (SEAL)  
Deputy Clerk

ENDORSED

FILED MAY 28 1974 19  
RALPH W. EPPERSON, Clerk

By *Maymie C. Smith*  
DEPUTY

Distribution: Board, orig. +1  
Public Works  
County Administrator  
County Counsel

THE FOREGOING IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST MAY 28 1974 19  
RALPH W. EPPERSON  
COUNTY CLERK AND CLERK OF THE BOARD  
OF SUPERVISORS OF THE COUNTY OF SAN  
JOAQUIN, STATE OF CALIFORNIA  
By *Maymie C. Smith* Deputy

Office of the County Counsel

prepared by J.C.  
checked by M.C.

SANITATION DEPARTMENT-Manuel

You probably should check on a type of flow meter they are installing or advise them on the type they should purchase for this project. Also, although it's their obligation to monthly provide us with total volume readings, you should probably get into the habit of making your own monthly volume reading and recordation. The City of Manteca's maintenance responsibilities stop at the force main line connection point with our Louise Avenue trunk line, however, it might be advisable to inquire of the County as to how they plan to maintain the force main system as well as how they plan to alleviate any sewer plug up problem that might occur within the maintenance district.

BUILDING INSPECTION DEPARTMENT-Jerry

You should, upon physical connection of the Raymus Village Sewer System to our sewer system (around May 1, 1975), initiate a total sewer connection fee bill to the County for the existing 143 homes (billing amount equals 143 homes X 100/home = \$14,300-Note placed in Public Works City Calendar). Please issue an aggregate sewer connection fee receipt to the County. The agreement between the City and the County carries a provision whereas the County is not supposed to issue new building permits unless the applicant can verify that he has paid his applicable sewer connection fee to the City of Manteca (Sewer Connection Receipt). You will, much like our existing mobilehome complexes, have to review the Raymus Village development monthly to document the increased number of homesites. In order to do this, I would advise you to set up an existing Raymus Village plot plan which you can update upon your monthly review so that we can make sure we're getting all our connection fees that we are entitled to. The agreement indicates that the number of dwelling units should never exceed 416 homes.



AL PETRIE  
Director of Public Works

AHP:lh  
attch.



RECEIVED  
D. R. ANDERSON  
CHIEF DEPUTY COUNTY ADMINISTRATOR

E. J. PETERS  
DEPUTY COUNTY ADMINISTRATOR

COUNTY OF SAN JOAQUIN  
EVALUATION AND PLANNING DIVISION

19 MAY 30 PM 12:03

COURTHOUSE, ROOM 402  
222 EAST WEBER AVENUE  
STOCKTON, CALIFORNIA 95202  
TELEPHONE "AREA 209" 944-2448

CITY OF MANTECA

May 28, 1975

M E M O R A N D U M

TO: Frank Catelli, Building Inspector

FROM: D. R. Anderson, Chief Deputy  
County Administrator *DAVE*

SUBJECT: RAYMUS VILLAGE SEWAGE CONNECTIONS

As you are probably aware, an agreement has been adopted between the Raymus Village Maintenance District and the City of Manteca wherein the City provides sewage treatment for the District.

Paragraph 3 of the agreement contains the following wording:

Connection rates for future dwellings shall be in accordance with the City's Sewer Connection Ordinance, which is in effect at the time of connection, except that connection fees to be paid shall not exceed fees generally required to be paid upon lands in the City of Manteca. The County shall not issue building permits for additional dwelling units within the District until a receipt of payment is presented to County evidencing prior payment of the sewer connection fee.

Since it is necessary that this provision be enforced so that homes may be provided with sewage treatment, your staff will need to be informed of this agreement.

~~XXXX~~ The connection fee should be paid to the City of Manteca and a copy of the receipt presented at the time a building permit is issued.

Your assistance in this matter will be appreciated.

DRA:na

cc: County Counsel  
Public Works  
Local Health District  
City of Manteca

MEMO

TO: BOB ARNOLD, Construction Inspector  
MANUEL OLIVEIRA, Sanitation Superintendent  
DAVE MUELLER, Public Works Superintendent  
EUNICE DECKER, Finance Department Supervisor  
JERRY HERZICK, Building Inspection Department

FROM: AL PETRIE, Director of Public Works

DATE: January 2, 1975

Pursuant to the attached article from the Manteca Bulletin, the Raymus Village City Sewer Connection Construction Project will officially commence on Monday January 6th with an anticipated completion date around July 1, 1975. I have reviewed the agreement between the City of Manteca and County of San Joaquin pertaining to this construction project and wish to make you aware of the "highlights" of the agreement as it pertains to your responsibilities for the City of Manteca.

FINANCE DEPARTMENT-Eunice

We will be billing the County of San Joaquin (on behalf of the District) once a year (May 1st) in arrears (first billing May 1st, 1976). The billing will cover the following:

\_\_\_\_\_gallons processed per year X \_\_\_\_\_  
processing cost per gallon = \_\_\_\_\_.

Current City Budget Tax Rate for sewer bonds (inclusive of monies taken from Captial Improvement Account) X  
District assessment value = \_\_\_\_\_.

Proration share of sewer improvement revenue program  
(if any).

PROJECT INSPECTION-Bob

City of Manteca is not required to inspect this project, however, the project is supposed to be built to City standards. Therefore, you should get a copy of the project specs and plans (I believe Manuel has a copy of plans) and occassionally visit the project site to make sure what's being placed for project improvements seems reasonable.



BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,  
STATE OF CALIFORNIA

R-74- 1186

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE CITY  
OF MANTECA AND THE RAYMUS VILLAGE MAINTENANCE DISTRICT

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IT IS HEREBY RESOLVED that the Raymus Village Maintenance District shall enter into that certain agreement with the City of Manteca providing for disposal of sewage from said District into the system of the City.

IT IS FURTHER RESOLVED that the Chairman of this Board of Supervisors be, and he hereby is, authorized and directed to sign said agreement on behalf of the Raymus Village Maintenance District.

PASSED AND ADOPTED this 28th day of May, 1974, by the following vote of the Board of Supervisors, to wit:

AYES: Supervisors Perino, Wisdom, Fondse, Parises

NOES: None

ABSENT: Supervisor Wiler

*Dan S. Parises*

DAN S. PARISES, Chairman  
Board of Supervisors  
County of San Joaquin  
State of California

ATTEST: RALPH W. EPPERSON  
County Clerk and Ex-officio  
Clerk of the Board of Super-  
visors of the County of San  
Joaquin, State of California

By *Margaret C. Smith* (SEAL)  
Deputy Clerk

ENDORSED

FILED MAY 28 1974  
RALPH W. EPPERSON, Clerk  
By *Margaret C. Smith*  
Deputy

Distribution: Board, orig. +1  
Public Works  
County Administrator  
County Counsel

THE FOREGOING IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST MAY 28 1974  
RALPH W. EPPERSON COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA  
By *Margaret C. Smith* Deputy

Office of the County Counsel  
prepared by J.C.  
Reviewed by *WEG*

A G R E E M E N T

THIS AGREEMENT, made and entered into this 28th day of May, 1974, by and between the CITY OF MANTECA, a Municipal Corporation, hereinafter referred to as "CITY", and the RAYMUS VILLAGE MAINTENANCE DISTRICT, a maintenance district organized and existing under Division 7 of the Streets and Highways Code of the State of California (The Improvement Act of 1911), hereinafter referred to as "DISTRICT";

WITNESSETH:

WHEREAS, District has existing sanitary sewers, appurtenances, and facilities within District and proposes to maintain and operate said sanitary sewers, appurtenances, and facilities for the benefit of owners and occupants of the property in said District; and

WHEREAS, District has applied to City for permission to install a sanitary sewer trunk line into the sanitary sewer lines of City and cause sewage to be discharged from District's sewer lines into the sewer system of City and to be treated and disposed of in the sewage disposal plant or plants of City; and

WHEREAS, District and City entered into an agreement dated February 6, 1973, providing for the disposal of sewage from District into the sewage system and disposal and treatment plant or plants of City, for the benefit of the owners and occupants of property within District, and providing for the payment to City of rentals, fees, amounts and charges; and

WHEREAS, District and City desire to amend said agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of District and City that certain agreement dated February 6, 1973, is terminated and superseded by this agreement as follows:

1. City agrees that upon execution of this contract, District may cause the sewer lines of the District to be connected into the sewer lines and system of the City by an eight (8) inch force main interceptor sewer line from the District to Louise Avenue. Said line to be constructed to City construction standards at the sole expense of the District.

2. This agreement and the permission granted to connect the sewer system of City shall be for the period commencing January 1, 1974, and terminating on December 31, 1986.

3. District agrees to pay to City the sum of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) as a connection fee for each dwelling unit existing as of the date of execution of this agreement, connecting into the sewer system of City. Connection rates for future dwellings shall be in accordance with the City's Sewer Connection Ordinance, which is in effect at the time of connection, except that connection fees to be paid shall not exceed fees generally required to be paid upon lands in the City of Manteca. The County shall not issue building permits for additional dwelling units within the District until a receipt of payment is presented to County evidencing prior payment of the sewer connection fee.

4. Upon installation of said force main interceptor sewer line and upon receipt, treatment, and disposal by City of sewage from District, District agrees to pay annually to the City in consideration for the services provided the following charges:

(a) A processing charge based on the volume of discharge into the sewer system of City as measured by that



flow meter to be installed by District. The District shall be responsible for presenting a monthly flow meter reading to the Director of Public Works of the City of Manteca. Said processing charge shall be based on the cost of operating and maintaining the sanitary system by City and shall be reviewed annually to determine the appropriate rate. In no case shall the processing charge rate for the District be greater than the average rate charged a residential dwelling within the City limits.

(b) An amount to compensate City for a prorata portion of the existing and future annual sewer bond obligation of City; said compensation shall be no greater than the amount to be paid by individual dwellings within City and shall be reviewed annually to determine the appropriate rate. However, if any part of sewer bond obligation is paid out of City Capital Improvement Account, District shall pay the prorata unit amount in addition to the established tax rate.

(c) Any amount equivalent to the prorata share of any annual Sewer Improvement Revenue Program adopted by City, providing that under no circumstances shall District pay a greater prorata share for each dwelling unit than that share paid by a dwelling unit within the City.

(d) Collection and distribution of all monetary obligations as agreed to herein by the District shall be initiated and delivered by the District to the City annually in arrears. Said fees and charges shall be due and payable to the City on the first day of June, covering the period from June 1st through May 31st of the preceding year, and shall be paid no later than the thirtieth day of June in each year.

5. Upon annexation by the City of lands outside the

boundaries of the District containing easements for sewer purposes, the District shall offer to dedicate to the City those portions of said force main interceptor sewer line and easement within said annexations. City will maintain said interceptor line so that the flow will not be impeded.

6. District agrees to maintain at its sole expense said force main interceptor sewer line EXCEPT, those dedicated portions accepted by the City.

7. City agrees, in consideration of the rentals, fees, and payments hereunder, to receive into its sewer system, to treat at its sewage treatment plant, and to dispose of all the sewage, including the effluent and residue, discharged by the sewer lines of District, EXCEPT City will be required to accept only that sewage produced within the area in District as of the date of execution of this agreement. It is further understood that under no circumstances will City be required to receive sewage from any more than Four Hundred and Sixteen (416) dwelling units within the present existing boundaries of the District, as indicated in the attached Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MANTECA, a  
Municipal Corporation

BY *Jack C. Snyder*  
JACK C. SNYDER, Mayor

ATTEST:

*Nell Cornell*  
NELL CORNELL, City Clerk

APPROVED AS TO FORM:

*Duane Martin*  
DUANE MARTIN  
City Attorney

RAYMUS VILLAGE MAINTENANCE  
DISTRICT, a maintenance dis-  
trict organized and existing  
under Division 7 of the Streets  
and Highways Code of the State  
of California (The Improvement  
Act of 1911)

By

Dan S. Parises  
DAN S. PARISES, Chairman  
Board of Supervisors

APPROVED AS TO CONTENT:

William J. Ward  
WILLIAM J. WARD  
Director of Public Works

APPROVED AS TO CONTENT:

Charles E. Dixon  
CHARLES E. DIXON  
County Administrator

APPROVED AS TO FORM:  
GERALD A. SHERWIN  
County Counsel

By Michael McGrew  
MICHAEL MCGREW  
Deputy County Counsel

THE FOREGOING IS A CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST  
RALPH W. EPPERSON

CLERK AND CLERK OF THE BOARD  
OF SUPERVISORS OF THE COUNTY OF SAN  
JUAN, STATE OF CALIFORNIA

By

Margaret C. Smith Deputy

TRACT  
of Maps P. 36

N

ROAD

FRONTAGE

E.S. 132 + 29.6

SOUTH 99

STATE HIGHWAY 99

U.S. NO. 99

NORTH AVENUE ESTATES

ROAD NO. 410

NORTH AND

RAYMUS TRACT

UNIT NO. 3

UNIT NO. 2

UNIT NO. 1

UNIT NO. 4

LOT A

MORAWK

PALM BOBERG TRACT

Filed Mar. 6, 1915 in Vol. 8 of Maps - Page 39

LATHROP RD.

ROAD NO. 279

LANE

20

21

28

29

1198

Sec. Line

ROAD

CRESTWOOD AVE.

Map of  
RAYMUS VILLAGE MAINTENANCE DISTRICT  
San Joaquin County, California  
Scale: 1" = 600' Clement A. Plecarpo  
August 28, 1968 County Surveyor

EXHIBIT "A"

EXHIBIT "A"



ADOPTED 11/05  
Agreement between  
Lathrop CWD and  
Manteca  
INCLUDES REVISED  
BUY IN \$.

AGREEMENT

THIS AGREEMENT, by and between LATHROP COUNTY WATER DISTRICT, hereinafter referred to as DISTRICT, and the CITY OF MANTECA, hereinafter referred to as CITY,

WITNESSETH:

WHEREAS, projected increases in population require coordinated efforts to properly provide for collection, transmission, treatment and disposal of wastewater to protect the health and safety of the public; and,

WHEREAS, City and District each have the power and authority to provide for the collection, transmission, treatment and disposal of wastewater and are authorized to contract with each other regarding the joint exercise of any common power under Section 5, Division 7, Title I (commencing with Section 6500) of the Government Code; and,

WHEREAS, City owns, operates and maintains existing facilities and District desires to acquire certain capacity rights therein together with certain capacity rights in proposed facilities to be constructed by City; and,

WHEREAS, the parties hereto are desirous of providing for the apportionment of the costs of construction, reconstruction, enlargement, maintenance and operation of said existing and proposed facilities and for the treatment and disposal of all sanitary sewage and industrial waste;

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

SECTION I. DEFINITIONS. "Glossary - Water and Wastewater Control Engineering", Third Edition, shall be used in general for definitions of terminology. Other terms are as follows:

A. CITY'S EXISTING WASTEWATER QUALITY CONTROL FACILITIES. Facilities including approximately 290 acres of City-owned land approximately two and one-half (2½) miles west southwest of the sanitary sewage originating in the City. The design flow capacity is 3.2 million gallons per day.

B. DESIGN FLOW CAPACITY. The mean daily value for the peak month flow, BOD and suspended solids. These values are used to size the Wastewater Quality Control Facilities.

C. PEAK FLOW RATE. The mean rate of flow during any continuous 3-hour period that produces a maximum quantity.

D. TRANSMISSION FACILITIES. Includes all facilities that collect and convey raw sewage from the District to the City and are not a part of Wastewater Quality Control Treatment Facilities.

E. WASTEWATER QUALITY CONTROL FACILITIES ENLARGEMENT. An enlargement of the City's Existing Wastewater Quality Control Facility from the present design flow capacity of 3.2 million gallons to 5.7 million gallons per day design flow capacity.

F. WASTEWATER QUALITY CONTROL FACILITIES. The City's Existing Wastewater Quality Control Facilities (A), together with the Wastewater Quality Control Facilities Enlargement (D), having a total design flow capacity of 5.7 million gallons per day.

SECTION II. DISTRICT'S RIGHT TO ACQUIRE CAPACITY RIGHTS. District shall hereby acquire capacity rights in the City's Existing Wastewater Quality Control

Facilities [I(A) above] in such a manner that, together with District's capacity rights in the Wastewater Quality Control Facilities Enlargement [I(E) above], District shall have the permitted capacity rights in the Wastewater Quality Control Facilities [I(E) above] as defined in Section IV. In the event that City's Wastewater Quality Control Facilities are not expanded in accordance with this contract, District shall not acquire capacity rights, and this agreement shall have no further force or effect.

### SECTION III. NEW FACILITIES.

#### A. RESPONSIBILITIES.

1. CITY WASTEWATER QUALITY CONTROL FACILITIES ENLARGEMENT. City shall cause to have designed and constructed necessary enlargements to their existing Wastewater Quality Control Facilities in a manner that will satisfy the requirements of the applicable State and Federal requirements for a minimum design flow capacity of 5.7 million gallons per day.

2. DISTRICT. District shall design and construct, at no cost to City, wastewater transmission facilities to the point of discharge at the Wastewater Quality Control Facilities.

#### B. CONTRACT APPROVAL.

1. CITY APPROVAL. All plans and specifications for District's transmission facility shall be approved by authorized City personnel in writing in advance of advertisement for bids.

2. DISTRICT APPROVAL. All plans and specifications, for the construction of the Wastewater Quality Control Facilities Enlargement, described in the Step 1 Study dated December, 1981, shall be prepared by or on behalf of



the City and District, shall be subject to approval by District's engineer in writing in advance of advertisement for bids.

C. GRANT APPLICATION. City shall, on behalf of City and District, assume the role of "central agency" and make application for Federal and State grant funds for the design and construction of the Wastewater Quality Control Facilities Enlargement. District shall make application for Federal and State funds for the design and construction of the District Transmission Facilities.

D. DISTRICT CAPITAL OUTLAY.

1. EXISTING FACILITY. Provided City and District obtain State and Federal Clean Water grants or other federal assistance to expand existing facilities in amounts acceptable to City and District, District shall then be allowed the right to purchase capacity rights in City's existing Wastewater Quality Control Facilities under such terms and conditions as defined in "Exhibit A", attached hereto and made a part hereof by reference.

2. WASTEWATER QUALITY CONTROL FACILITIES ENLARGEMENT. The District shall pay its proportionate share for capacity rights in the Wastewater Quality Control Facilities enlargement. The District's share of the cost of the Wastewater Quality Control Facilities enlargement shall be proportioned in accordance with the design flow capacity, BOD design capacity, and suspended solids design capacity of the various components of the treatment plant enlargement. The payment shall include the District's local share of the grant eligible cost and the non-grant eligible cost. It is understood that the City will fully pay for the non-grant eligible costs associated with additional capacity for the City. The grant eligible and non-grant eligible costs shall include but not be limited to:

- (1) Construction costs of the Wastewater Quality Control Facility Enlargement;
- (2) Design and construction engineering costs;
- (3) Disposal rights and/or disposal pipeline costs, if any;
- (4) Any land acquisition costs;
- (5) Any other costs associated with the Wastewater Quality Control Facility Enlargement which are necessary and proper to carry out the purpose and intent of this agreement.

3. PAYMENT OF COSTS. District's payment in full of the costs provided for in Chapters III.D.1. and III.D.2., above are an express condition precedent to District's right to deliver sewage for treatment and disposal by City's Wastewater Quality Control Facilities. Payment of the costs required in Section III(D)(1) shall be paid within 30 days after receipt of notice from City that it has obtained Approval to Award from the State Water Resources Control Board. The project costs shall be determined by City and shall be subject to verification by District. The project costs shall include, but not be limited to, costs of construction, incidentals, administration, and engineering after deduction of Federal and State funds contributed to project.

District shall pay to City, within 30 days after submittal by City, their share of the approved construction progress or other project cost payments in the herein applicable ratios for the Wastewater Quality Control Facility Enlargement. Reimbursements of all Federal and State funding shall be made to District, in the same ratios, within 30 days after said funding has been received by City.

SECTION IV. DISTRICT CAPACITY RIGHTS.

A. PERMITTED CAPACITY. City shall guarantee to District the right to deliver sewage for treatment and disposal up to a peak flow rate of 2.3 million gallons a day. The City shall guarantee to District the right to deliver a design flow capacity of 1.1 million gallons per day, a design capacity of 1,600

0.81  
pounds per day of BOD and a design capacity of 1,600 pounds per day of suspended solids. The total plant design capacity will be 5.7 million gallons per day, 14,500 pounds per day of BOD, and 12,000 pounds per day of suspended solids.

B. OWNERSHIP OF FACILITIES. City shall own and continue to own, and shall maintain and operate the Wastewater Quality Control Facilities and all outfalls, treatment and disposal facilities, subject to this Agreement; that is, all items in which District has, or is herein given, a joint use or capacity apportionment. All dominion and control over same is hereby reserved to the City, and the District shall not have any right of supervision or management of the same nor gain any property rights of whatsoever nature therein, other than the rights specifically herein provided.

C. DISTRICT RIGHTS. The District shall have and own a capacity right in the aforementioned City Wastewater Quality Control Facilities. This capacity right shall be defined to be a right of flow therethrough, discharge into said facilities, transportation therethrough, treatment therein, disposal thereby, of sanitary sewage and industrial waste, or such additional capacity rights as may be acquired hereunder. Capacity rights of District, as herein set out, shall continue so long as it pays to City the amounts herein provided in this Agreement in the manner provided for herein.

D. FUTURE CAPACITY OPTION. The City shall notify the District, during the planning stage, of any future treatment plant capacity expansion.

The District shall have the option to request and purchase additional treatment plant capacity in any future treatment plant capacity expansion, provided that the District can independently finance and/or pay its share of the cost without causing any delay in the construction of the proposed expansion and provided, further, that the additional capacity requested by the District shall not cause the City's share of the cost of expansion to be greater than City's cost if there had been no additional capacity requested by the District.

The District's option for additional treatment plant capacity shall not exceed its initial proportionate share of design flow capacity, BOD design capacity, and suspended solids' design capacity of the Wastewater Quality Control Facility as set forth in Section IV-A.

The purchase price to the District for future incremental treatment plant capacity expansion shall be based on the District's proportionate share of design flow capacity, BOD design capacity, and suspended solids' design capacity of the treatment plant expansion costs as defined in Section III, D-2.

In order to assist the City in the planning of future treatment plant capacity expansions, the District shall submit to the City a yearly written summary of the projected daily peak month flow, BOD and suspended solids for each year during the succeeding five-year period.

## SECTION V. MAINTENANCE AND OPERATION AND REPLACEMENT

### A. RESPONSIBILITIES

1. CITY. City shall maintain, operate and control the Wastewater Quality Control Facilities in a manner that will satisfy effluent and receiving

water requirements of the State and Federal governments pursuant to the N. P. D. E. S. Permit to be issued. City shall use reasonable diligence to provide regular and uninterrupted service to District, but shall not be liable for damages, breach of contract or otherwise to District for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of City.

2. DISTRICT. District shall give reasonable notice to City insofar as possible of any material changes proposed in volume or characteristic of sewage to be discharged to City. District shall maintain, operate and control their Transmission Facility in good working order and repair at no cost to the City.

3. FINES OR PENALTIES. In the event that City should be fined or penalized for its failure to operate the Wastewater Quality Control Facilities according to federal or state wastewater treatment requirements, rules or regulations, District shall not be required to share in the payment or cost of such fines or penalties unless the cause of the failure is beyond the control of the City, or a result of the acts or omissions of the District.

4. CITY AND DISTRICT.

(a) METERING. District shall cause to be constructed and City has constructed metering devices for the purpose of metering the quantity of respective sewage delivered to the said Wastewater Quality Control Facilities. Said metering devices shall be of sufficient capacity to measure the respective quantities of sewage contemplated by this agreement. The metering devices shall be of a type, quality, and be located and housed in a manner to be mutually approved by the parties hereto.

District and City shall keep and maintain the records and readings of their respective metering devices and said devices and records shall be at all times open to the inspection of either party. Said readings shall be used in determining the respective flows of the parties, and shall form the basis of apportioning maintenance and operating costs and administrative costs. The metering devices shall be maintained and calibrated by a licensed instrumentation and control technician mutually approved by the parties hereto. The frequency of maintenance and calibration shall also be approved by the parties hereto but shall in no case be for a longer period of time than once per month or as often as otherwise agreed by the parties in writing.

(b) SAMPLING. District and City shall install samplers to determine the quality of their respective sewage delivered to the Water Quality Control Facilities. The samplers shall be a type, quality, and be located and housed in a manner to be mutually approved by the parties hereto.

City shall be responsible for collecting and analyzing all samples. The samples will be analyzed by the City, upon certification of the City laboratories and personnel, by the State or at a private State Certified laboratory as determined by the City on a daily basis or other interval as agreed by the parties in writing. The District can collect duplicate samples at any time at District's own cost.

(c) FUTURE FACILITY REQUIREMENTS. If it shall be necessary for City to improve sewage treatment due to laws or regulations by higher authorities, and/or if it shall be necessary to install additional facilities and/or to improve, extend and/or enlarge any part of said facilities used to serve City and District, the cost thereof shall be apportioned among and paid by



the parties using said Wastewater Quality Control Facilities in the ratio that the additional facilities are attributable to the requirements of the parties hereto. An order in due form by any such authority shall be considered conclusive by the parties hereto as to the necessity of an expenditure of funds for such improved treatment or for such additional facilities.

(d) COLLECTION SYSTEM. District and City shall each maintain and operate their own sewage collection system.

B. DISTRICT SHARE OF COSTS.

1. DEFINITION. Maintenance and operation costs shall include the cost of labor (including unemployment and other taxes and employee benefits such as vacation, retirement and hospitalization and such other direct labor costs as are incurred in the operation and maintenance of said facilities), materials, chemicals, power, supplies, equipment, engineering and other expenses of operation, and maintenance of the said Wastewater Quality Control Facilities. Further, it shall include the installation and/or replacement of new or alternate equipment or portions of the physical plant in place of existing equipment or physical plant for a variety of reasons such as obsolescence, total disrepair, improvement, or modification. Any expenditure for an improvement or modification in excess of Ten Thousand and no/100 Dollars (\$10,000.00) shall require the written agreement of District. If any joint expenditure increases the design flow or capacity, City and District shall each be entitled to their respective share. Administration costs shall be deemed to be eight per cent (8%) of the maintenance and operation costs as hereinabove defined.

2. DETERMINATION. Maintenance and operation costs and administrative costs shall be determined by City on a monthly basis. District

shall pay to City its proportionate share of said maintenance and operation costs and administrative costs in the same ratio as the ratio of flow, BOD<sub>5</sub> and suspended solids emanating from District bears to the total flow, BOD<sub>5</sub> and suspended solids treated and disposed of during the billing period. City shall allocate and maintain a portion of the maintenance and operations costs attributable to replacement expenditures to a separate fund in an amount deemed reasonable by City, subject to approval by District, specifically for the purpose of replacement expenditures for the Wastewater Quality Control Facility. The proportionate cost breakdown attributed to flow, BOD<sub>5</sub> and suspended solids shall be defined in City's revenue program established pursuant to State Water Resources Control Board requirements, said breakdown being subject to prior District review and approval.

The City shall provide the District with an opportunity to present to the either in writing or orally, its comments, suggestions, and recommendations concerning the Capital Improvement Budget prior to its adoption by the City. City shall provide District a copy of the Capital Improvement Budget for the Wastewater Quality Control Facilities upon adoption by City annually.

3. EXTRAORDINARY COSTS. In addition to ordinary maintenance, operating, and administrative costs, District and City shall pay any properly chargeable extraordinary costs, not contemplated by the parties to this agreement, in a ratio to their respective actual use of Wastewater Quality Control Facilities at such time as such costs are incurred.

4. STATEMENTS. Statements of maintenance and operation costs and administrative costs shall be prepared by City monthly and submitted by it to District. Said statements shall be in reasonable detail and in conformity with



good accounting practice. District shall pay to City within 30 days the amounts set forth in said statements.

C. INTEREST ON DELINQUENT PAYMENTS. If any sum required to be paid by District hereunder is not paid within 30 days after it is due and must be advanced by City, the amount due by District to City shall bear interest at the current rate charged by a lender to the City, including any costs or fees, unless the parties otherwise agree in writing. Likewise, if any sum required to be paid hereunder is not paid within 30 days after it is due, City shall be entitled to charge interest to District for said late payments at the maximum legal rate allowed by law, unless the parties otherwise agree in writing. In the event of suit to collect such sum, the prevailing party shall be entitled to a reasonable attorney's fee and costs of suit.

SECTION VI. WASTEWATER QUALITY.

A. UNPOLLUTED WATER PROHIBITED. No leaders from roofs or surface drains for rain water shall be permitted to be connected to any sewers of either system. No surface or storm waters, excessive infiltration, cooling water or unpolluted industrial wastewater shall be permitted to enter either sewer system, notwithstanding any provisions of City's Industrial Waste Ordinance to the contrary.

B. TYPES OF WASTES PROHIBITED. Except as hereinafter provided, neither party shall discharge or cause or permit to be discharged into the joint disposal system any of the described waters or wastes included within City's Industrial Waste Ordinance as presently existing or hereafter amended, a copy of which is attached hereto and made a part hereof as Exhibit "B".

C. RESPONSIBILITIES.

1. CITY. City shall maintain the Industrial Waste Ordinance (Exhibit "B") so that it complies with both State and Federal regulations. Further, City shall be responsible for enforcing said Ordinance within City jurisdiction. Any amendments or modifications in Exhibit "B" shall be immediately provided to District.

2. DISTRICT. District shall adopt its own ordinance which shall be kept uniform with the terms, conditions and standards of Exhibit B as presently exists or hereafter amended.

Further, District shall be responsible for enforcing said Ordinance within District's jurisdiction. In this regard, to facilitate proper and uniform enforcement of standards required herein, District shall provide copies of applications, submitted plans, operating procedures and monitoring data of all industrial users of District facilities to City.

SECTION VII. MODIFICATION.

This agreement may from time to time be changed, altered or supplemented by and with the mutual consent of the parties hereto by resolution of their respective bodies upon written request of the governing body of either of the parties hereto.

SECTION VIII. CONSTRUCTION.

Whenever it is herein stated that either party shall or will do or perform any act or thing or make any payment, such party shall be deemed to have agreed so to do.

SECTION IX. RECORDS AND ACCOUNTS.

The City shall keep proper books of records and accounts in which complete

and correct entries shall be made of all costs and expenses, receipts and disbursements relating to the acquisition, construction, administration, maintenance, operation and repair of the facilities referred to in the agreement. Said books and records shall, upon written request, be subject to inspection by any duly authorized representative of District. Said books and accounts shall be audited annually by an independent certified public accountant appointed by the City, and a copy of the report of such accountant shall be given to each District. The City shall make an annual report of all receipts and disbursements and furnish a copy to the District. The expense of said audit and report and all records keeping and accounting costs shall be a cost of operation.

SECTION X. MANNER OF GIVING NOTICE.

Notices required or permitted hereunder shall be sufficiently given if in writing, and if either served personally upon or mailed by registered or certified mail to:

CITY CLERK  
City of Manteca  
1001 West Center St.  
Manteca, CA 95336

LATHROP COUNTY WATER DISTRICT  
P. O. Box 335  
Lathrop, CA 95330

SECTION XI. OTHER USERS OF CAPACITY. ANNEXATIONS, ASSIGNMENT BY CITY & DISTRICT.

Nothing contained in this agreement shall be deemed to be a restriction upon the City's or District's right to assign its own reserved capacity to other users or to annex territory.

SECTION XII. TERM OF AGREEMENT.

This agreement is for an indeterminate period of time.

SECTION XIII. TIME OF ESSENCE.

Time is of the essence of this agreement.

SECTION XIV. WAR AND OTHER CONTINGENCIES.

If the City is prevented from completing the construction of facilities referred to herein within the required time, or any further time to which the parties may have agreed, by reason of war, declaration of a state or national emergency, the imposition of restrictions upon the procurement of essential materials, strike, vis major or any other cause beyond the control of the City, then in that event, the fulfillment of the terms of this agreement, and the obligations of the parties hereunder, shall be merely deferred until such time as it is possible for the City to complete said facilities without said causes of interference.

CHAPTER XV. BREACH AND REMEDIES THEREFOR.

A. BREACH OF COVENANTS. In case of a breach or alleged breach on the part of a party in the performance of any of its obligations hereunder, not less than thirty (30) days' notice of said breach shall be given to the breaching party in writing by the aggrieved party, delivered to the offices of the Clerk of the breaching party and breaching party's Engineer, or mailed to said offices by registered or certified mail, postage prepaid, and the breaching party shall have thirty (30) days from the date of said delivery or registration or certification of said mail to cure said breach. However, none of the rights or privileges granted to the breaching party shall, in any event, be forfeited unless it shall be so decreed by a court of competent jurisdiction.

In the event of a breach or non-compliance by a user in a party's jurisdiction, the other party hereto shall, within 30 days after having gained knowledge of such breach or non-compliance by said user, take whatever steps may be necessary to obtain compliance and have such breach discontinued, and shall diligently pursue its remedies in that regard to completion. Failure by the party to so do shall be deemed a breach by the party and shall be subject to notice and consequences as first set out in this Section XV.

B. LEGAL ACTION. In the event a party shall fail to conform its operation within said thirty (30) days, as provided in Section XV (A), or failure of District to pay the City any amount provided herein within six (6) months from the due date thereof, the aggrieved party, at its election, may file and prosecute to judgment a suit to recover, or in mandate, or in mandatory or prohibitory injunction, or other legal or equitable remedy, or may file suit to terminate this agreement and all rights hereunder.

C. REMEDIES. For the breach of any duty hereunder by a party hereto, the aggrieved party shall have the following remedies against the other:

1. Accounting. By action in law for damages or suit in equity, to require an accounting in the same manner as a trustee of an express trust;

2. Injunction. By such action or suit, to enjoin any acts or things which may be unlawful or in violation of any provision hereof;

3. Mandamus. By such action, suit or proceeding, to enforce the rights of a party hereunder, and to require and compel the other party to perform and carry out its duties and obligations under the law and its covenanted agreements herein.

D. NATURE OF REMEDIES.

1. Cumulative. No remedy conferred hereby or by the law is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred hereby or by the law.

2. Waiver. No waiver of any default or breach of duty or contract shall extend to or shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies herein.

3. Delays. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence thereof.

4. Enforcement. Every substantive right and every remedy conferred may be enforced and exercised from time to time and as often as may be deemed expedient.

5. Status Quo. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely, then, and in every such case, the party defendant shall be restored to its former position and rights and remedies as if no such suit, action or proceeding had been brought or taken.

6. Attorney Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled. In addition, the prevailing party shall be entitled



to court costs as well as costs of any expert witnesses fees.

E. INCORPORATION. SUCCESSORS AND ASSIGNS. In case the District shall become incorporated, or shall merge or consolidate or reorganize or annex into any other public or municipal corporation, then such corporation shall succeed to all the rights, privileges, duties and obligations devolving upon District under the terms of this agreement, so far as the same may be under the law; provided nothing herein contained shall be deemed to absolve the District from continuing payments for use, maintenance and operation of the facilities as provided herein.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION XVI. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or work of this agreement, or the application thereof, to either party, or to any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the agreement or the application of such provision to the other party, or to any other persons or circumstance shall not be affected thereby. Each party hereby declares that it would have entered into this agreement and each section, subsection, sentence, clause, phrase and work thereof irrespective of the fact that one or more section, subsection, sentence, clause, phrase or word, or the application thereof to either party or any other person or circumstance be held invalid.

SECTION XVII. DATE OF AGREEMENT.

The date of this agreement is February 5, 1984.

IN WITNESS WHEREOF, the Lathrop County Water District has caused this

instrument to be executed by its respective officials, pursuant to Resolution No. R 7415 adopted by its governing body; and this instrument is executed by the City of Manteca, acting pursuant to Resolution No. R 7415 authorizing such execution.

DATE OF SIGNING:

March 5, 1984

ATTEST:

Karen Mathews  
KAREN MATHEWS, City Clerk

APPROVED AS TO FORM:

Joan D. Brinton  
Joan D. Brinton, City Attorney,  
City of Manteca

CITY OF MANTECA

By Jack Snyder  
Jack Snyder, Mayor

LATHROP COUNTY WATER DISTRICT

By James B. Zavala  
President, Board of Directors

ATTEST:

Leona C. R. R.  
District Secretary

APPROVED AS TO FORM:

BLEWETT, GARRISON, HACHMAN,  
By [Signature]



BUY-IN COST SUMMARY FOR  
LATHROP'S SHARE OF  
EXISTING MANTECA WQCF

Value of Land:

252 Acres/Original Average Cost of Land per Acre Purchased about 1968 - \$1,000.  
37 Acres/Original Cost of Land per Acre Purchased March, 1974 - \$550.

ENR Index (20 City Ave.) January, 1968 = 1107  
ENR Index (20 City Ave.) March, 1974 - 1940  
ENR Index (20 City Ave.) December, 1983 - 4110

252 Acres:

37 Acres:

Percentage Increase =  $\frac{4110}{1107} = 371\%$

Percentage Increase  $\frac{4110}{1940} = 212\%$

Present Land Value per Acre =

Present Land Value per Acre =

371% (1,000) = 3,712 Use \$3,750 per Acre    212% (550) = 1165 Use \$1,200 per Acre

Total Land Value =  
252 Acres @ 3,750 = \$945,000  
37 Acres @ \$1,200 = 44,400  
\$989,400

Value of Existing Manteca Water Quality Control Facilities:

Manteca's share of Manteca WQCF Costs constructed in the early 1970's per  
Final EPA Audit = \$422,609.

Assuming that depreciation and inflation equal each other, the present  
value is unchanged.

Total Present Value of Land and Existing Manteca WQCF

Present Land Value	\$ 989,400
Present Plant Value	<u>422,609</u>
TOTAL VALUE	\$ 1,412,009

Lathrop's Buy-In Cost:

Lathrop's share proportionate to design flows:  $\frac{1.1 \text{ mgd}}{5.7 \text{ mgd}} = 19.3\%$

Lathrop's Buy-In Cost =

\$1,412,009 (19.3%) = \$272,517

Rounded Off	\$ 272,500
<u>Administration, Bonding and Legal @ 10%</u>	<u>27,250</u>
TOTAL BUY-IN COST	<u>\$ 299,750</u>

Note: Does not include design costs.

ORDINANCE NO. 644AN ORDINANCE REVISING ARTICLE IV  
"INDUSTRIAL WASTES" OF CHAPTER 14  
OF THE MANTECA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MANTECA DOES ORDAIN  
AS FOLLOWS:

Article IV, Chapter 14 of the Manteca Municipal Code  
is hereby rescinded and replaced by the following:

## SECTION I: General Provisions

1.1 Purpose and Policy

This Article sets forth uniform requirements for direct and indirect contributors into the Manteca wastewater collection and treatment systems and enables the City to protect its collection and treatment system and to comply with all State and Federal Laws.

The objectives of this ordinance are:

- (a) To prevent the introductions of pollutants into the Manteca wastewater system which will interfere with the operation of the system including the land disposal facilities.
- (b) To prevent the introduction of pollutants into the Manteca wastewater system which can pass through the system into receiving waters or the atmosphere or otherwise be incompatible with the system.

This ordinance shall apply to all persons within the City of Manteca and to persons outside the City who are, by contract or agreement users of the City POTW.

The Director of Public Works shall administer, implement, and enforce the provisions of this Article.

1.2 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases as used in this Article shall have the meanings hereinafter designated:

Authorized Representative of Industrial User

An authorized representative of an industrial user may be: A principle executive officer of at least the level of vice president, a general partner or proprietor, a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the discharge originates.

Director

The Director of Public Works of the City of Manteca.

Industrial Wastewater

All water carried wastes, and wastewater of the City, excluding domestic wastewater, and shall include all wastewater from any producing, manufacturing processing, institutional, commercial, service, agricultural, or other operation. These may include wastes of human origin similar to domestic wastewater.

#### Permittee

The person to whom a permit has been issued pursuant hereto.

#### Person

Any individual, partnership, firm, company, corporation, association, governmental entity or other legal entity or their legal representatives, agents, or assigns.

#### Pretreatment

The reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging into the City POTW.

#### Publicly Owned Treatment Works (POTW)

The City of Manteca wastewater collection, transmission, treatment and disposal facilities. This definition includes any sewers that convey wastewater to the treatment facility.

#### User

Any person who contributes, causes or permits the contribution of wastewater to the City POTW.

#### Additional Definitions

For the purpose of this Article additional terms shall have the meaning indicated by the 1981 edition "Glossary: Water and Wastewater Control Engineering" published jointly by: ASMA, APHA, ASCE, and WPCF.

## SECTION II: Regulations

### 2.1 General Discharge Prohibition

No user shall contribute or cause to be contributed directly or indirectly, any pollutant or wastewater which will interfere with the operation of the POTW.

A user may not contribute the following substances to the POTW:

- (a) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW.

Prohibited materials include but are not limited to: gasoline, kerosene, naphtha, benzene, toluene xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides and any other substances which the City has notified the user is a fire or explosion hazard or a hazard to the POTW.

- (b) Any garbage that has not been properly shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the POTW with no particle greater than 3/8 inch in any dimension.
- (c) Any ashes, cinders, pulp, sand, cement, mud, straw, shavings, metal, glass, rags, feathers, tar, asphalt.

causing obstruction to the flow in sewers or other interference with the proper operations of the POTW.

- (d) Any water or waste containing grease as follows:  
Floatable grease in excess of 50 mg/l or dispersed in excess of 50 mg/l. Grease is an oil, fat, grease or other ether soluble matter.
- (e) Any liquid or water having a temperature higher than 150°F.
- (f) Any water or waste having a pH lower than 5.5 or higher than 11.
- (g) Any radioactive waste.
- (h) Any water or waste containing more than 0.5 mg/l dissolves sulfides.
- (i) Septic tank sludge or effluent.
- (j) Any noxious or malodorous liquids, gases, or solids are sufficient to create a public nuisance or hazard.
- (k) Any water or waste containing suspended solids or soluble solids of such character and quality that unusual attention or expense is required to handle such materials in the POTW.
- (l) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard or create a hazard.
- (m) Any substance which will cause damage or imbalance of any portion of the treatment sludge disposal process.
- (n) Any substance which will cause the POTW to violate any State or Federal Disposal System Conditions or receiving water quality standards.
- (o) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or concentration which will cause interference to the POTW.

#### Prohibitions on Storm Drainage and Ground Water

Storm water, ground water, street drainage, subsurface drainage or yard drainage shall not be discharged directly or indirectly to the District's sewage facilities. The City may approve the temporary discharge of such water only when no alternate method of disposal is reasonably available.

If a temporary permit is granted for the discharge of such water into a tributary sewer, the user shall pay the applicable charges for use and fees, and shall meet such other conditions as required by the City.

#### Prohibition on Unpolluted Water

Unpolluted water such as single pass cooling water, will not be discharged through direct or indirect connection to a City sewer. The City may approve the discharge of such water only when no alternate method of disposal is reasonably available.

If a temporary permit is granted for the discharge of such water into a public sewer, the user shall pay the applicable charges for use and fees, and shall meet such other conditions as required by the City.

When the Director determines that a user may or is contributing to the POTW any of the above enumerated substances in amounts as to interfere with the operation of the POTW, the Director shall develop effluent limitations for such user to correct the interference with the POTW.

## 2.2 Federal Categorical Pretreatment Standards

Upon the promulgation of Federal Categorical Pretreatment Standards for a particular industrial subcategory, any Federal Standard more stringent than limitations imposed under this Article shall immediately supercede the limitations imposed by this Article.

Federal limitations for maximum for 1 day shall be determined by grab samples; limitations for average daily value for consecutive days shall be measured by 24 hour composite samples.

## 2.3 State Requirements

State requirements and limitations when adopted shall apply when they are more stringent than those in this Article.

## 2.4 Specific Pollutant Limitations

No person shall discharge wastewater containing in excess of:

	lb./day
Antimony	.25
Arsenic	.25
Barium	5.00
Beryllium	2.50
Boron	5.00
Cadmium	.005
Chromium	.25
Copper	1.00
Cyanide	.50
Iron	1.50
Lead	.25
Manganese	.25
Mercury	0
Molybdenum	.025
Nickel	2.50
Selenium	.05
Silver	.25
Tin	10.00
Vanadium	.50
Zinc	.40

	<u>Grab Sample</u>	<u>24 hr. Composite</u>
	Mg/l	Mg/l
Total Identifiable chlorinated hydrocarbons	.04	.02
Phenolic compounds	2.00	1.00

## 2.5 Quantity of Discharge

The quantity of wastewater discharge for new development shall be limited to the most restrictive of the following:

1. The property's proportional share of the serving sewer lines.



2. Maximum average daily flow of 4,700 gallons for each acre of site to be developed.
3. Maximum daily flow shall not exceed 10% of the POTW remaining capacity.

If industrial development immediately adjacent to the proposed development has developed to a use less than that specified in condition Number 2 above, additional capacity may be credited up to a maximum of 10,000 gallons per acre per day.

#### 2.6 Excessive Discharge

No user shall increase the use of process water or, in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations of this Article or State and Federal standards.

#### 2.7 Accidental Discharges

Each user shall provide protection from accidental discharge of prohibited material or other substances regulated by this Ordinance.

In the case of accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. Failure to notify of an accidental discharge shall be cause to disconnect service.

#### 2.8 Approval of Plans

When required by the Director, detailed plans and operating procedures for pretreatment facilities and/or for the prevention of accidental discharge shall be submitted to the City for approval.

Plans and procedures must be approved prior to issuance of a building permit.

### SECTION III: Fees

The City Council by resolution may establish fees for the administration of the industrial waste discharge permit and inspection program.

The applicant for a permit shall pay the actual cost of checking pretreatment facility plans.

### SECTION IV: Administration

#### 4.1 Wastewater Discharging

It shall be unlawful to discharge to the City POTW any waste prohibited or regulated by this Article or State or Federal law without a permit issued by the Director.

#### 4.2 Industrial Wastewater Permit

All industrial users proposing to connect to or to contribute to the POTW shall obtain an Industrial Wastewater Discharge Permit. Permit application shall be made on the form provided by the Director. Any existing user which the Director has reason to believe is discharging prohibited or regulated materials shall apply for a permit within 30 days of written notice.

#### 4.3 Non Transferability of Permit

An Industrial Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new user, different premises or a new or changed operation.

#### 4.4 Monitoring Facilities

The Permittee shall provide and operate at their expense monitoring facilities to allow inspection, sampling and flow measurement of the waste discharge. The design shall be approved by the Director.

#### 4.5 Inspection

The Director shall inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met. Persons or occupants of premises where wastewater is being created or discharged shall allow the Director ready access at all reasonable times, to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of his duties.

#### 4.6 Pretreatment

Users shall provide necessary pretreatment facilities to comply with this Article and Federal and State standards.

#### 4.7 Confidential Information

Information and data on a user obtained from reports and permit applications shall be available to the public or other governmental agencies without restriction, unless the user specifically request and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

The portions which might disclose trade secrets or secrets processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Article, the National Pollutant Discharge Elimination System, State Disposal System Permit, or the Pretreatment Program.

### SECTION V: Enforcement

#### 5.0 Harmful Contributions

The Director may immediately suspend the wastewater treatment service and/or an industrial waste discharge permit of any user when such a suspension is necessary, in the opinion of the Director in order to stop an actual or threatened discharge which presents or may present and imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the City to violate any condition of its discharge permit.

Any person notified of a suspension of wastewater treatment service shall immediately stop or eliminate the contribution. In the event of a failure to comply voluntarily with the suspension order, the Director shall take such steps deemed necessary including severance of the sewer connection to prevent or minimize damage to the POTW or endangerment to any individuals or the environment.

The Director shall reinstate the Indus. waste discharge permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge and payment of any costs incurred by the City to disconnect the service.

A detailed written report describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Director within 15 days of the date of occurrence.

#### 5.1 Revocation of Permit

Any user who violates the following conditions of this Article or applicable State and Federal regulations, is subject to having their permit revoked in accordance with Section 5.0 of this Article.

- (a) Failure to factually report the wastewater constituents and characteristics of their discharge.
- (b) Failure to report significant changes in operations, or wastewater constituents or characteristics.
- (c) Refusal of reasonable access to users premises for purpose of inspection or monitoring.
- (d) Violations of conditions of the permit.

#### 5.2 Notification of Violation

Whenever the Director finds that any user has violated or is violating this Article, wastewater contribution permit, or any prohibition, limitation of requirements contained herein, the Director may serve upon such person a written notice stating the nature of the violation. Within 30 days of the date of notice a plan for correction there of shall be submitted to the Director by the user.

### SECTION VI: Severability

If any provision, paragraph, word, section or Article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue in full force and effect.

### SECTION VII: Conflict

All other Ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistencies or conflict.

DATED: January 3, 1983

The City of Manteca, a  
Municipal Corporation by:

*Trena T. Kelley*  
TRENA T. KELLEY  
Mayor

ATTEST: *Karen Mathews*  
KAREN MATHEWS  
City Clerk



CERTIFICATE

I, KAREN MATHEWS, City Clerk of the City of Manteca, do hereby certify that the foregoing is a true and correct copy of ORDINANCE NO. 644 which was introduced at the Adjourned Regular Meeting of the City Council held December 20, 1982 and was thereafter, at the regular meeting held January 3, 1983 passed, adopted, and ordered to print by the following vote:

AYES: Councilmen Davis, Edwards, Snyder, Wentworth, Kelley

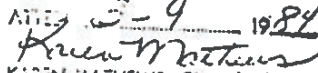
NOES: None

ABSENT: None

DATED: January 3, 1983

  
KAREN MATHEWS  
City Clerk

This is a true and correct copy of the  
original as it is in the office.

ATTEST 2-9 1984  
  
KAREN MATHEWS, City Clerk

RESOLUTION OF THE GOVERNING BOARD OF  
LATHROP COUNTY WATER DISTRICT  
APPROVING AN AGREEMENT WITH THE CITY OF  
MANTECA FOR JOINT WASTEWATER TREATMENT AND DISPOSAL

NO. 84-2

WHEREAS, The City of Manteca (City) and District each have previously filed applications and requests with the state and federal government for clean water grants or other federal assistance to expand and/or construct a Wastewater Quality Control Facility; and,

WHEREAS, District and City joined together in a Step 1 Design Grant dated September 1, 1981; and,

WHEREAS, District has received an A Priority for its project including District's own construction, buy-in cost for the City's existing Wastewater Control Facility and proportionate share of the construction of the City's Wastewater Quality Control Facility Enlargement; and,

WHEREAS, District and City have negotiated a contract for Joint Wastewater Treatment and Disposal; and,

WHEREAS, Section 5, Division 7, Title 1 (commencing with Section 6501) of the Government Code authorizes the execution of the said contract between District and City; and,

WHEREAS, District's Directors have reviewed and considered the agreement which provides for the apportionment of costs of construction, reconstruction, enlargement, maintenance and operation of the existing Wastewater Quality Control Facilities Enlargement and for the treatment and disposal of all District's sanitary sewage and industrial waste.

NOW, THEREFORE IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE LATHROP COUNTY WATER DISTRICT AS FOLLOWS:

1. LATHROP COUNTY WATER DISTRICT agrees with all of the terms and conditions provided for in said agreement and hereby grants formal approval of said Agreement.

2. The President of the LATHROP COUNTY WATER DISTRICT is authorized and directed to execute said Agreement and any other documents necessary to implement this Resolution, and said Secretary is hereby authorized and directed to attest to the Agreement.

PASSED AND ADOPTED at a special meeting of the Governing Board of the LATHROP COUNTY WATER DISTRICT held on the 5th day of March 1984 by the following vote:

AYES: 5

NOES: -0-

ABSTAIN: -0-

PRESENT: NoOne

James E. Zame  
President of the Governing Board of  
LATHROP COUNTY WATER DISTRICT

ATTEST:

John L. N. D.  
Secretary

I hereby certify that I am the duly qualified and acting Secretary of LATHROP COUNTY WATER DISTRICT; that the foregoing is a full, true and correct copy of the Resolution passed and adopted by the Board of Directors of LATHROP COUNTY WATER DISTRICT, at a regular meeting of said Board held on the 5th day of March 1934.

Lester A. Reed  
Secretary  
Lester A. Reed

MEMO

TO: DAVID M. JINKENS, City Manager  
FROM: MICHAEL F. BRINTON, Director of Public Works  
DATE: September 18, 1985  
SUBJECT: Revised Agreement for Joint Waste Water Treatment  
Between City of Manteca and Lathrop County Water District

Attached is the revised agreement for Joint Waste Water Treatment between the City of Manteca and the Lathrop County Water District.

Revisions have been made showing decreases in the permitted capacity for the District from 2.3 MGD to 1.75 MGD and a reduced design flow capacity from 1.1 MGD to 0.8 MGD. The total plant capacity was reduced from 5.7 MGD to 5.45 MGD.

The "Buy-In Cost" shown on Exhibit "A" will also be reduced from \$299,750 to \$228,360.

It is recommended that the revised agreement be approved by the City Council.

  
MICHAEL F. BRINTON  
Director of Public Works

MFB:lh  
cc: Jim Gossett, JMM Consulting Engineers  
Lettie Allison, Finance Director

SECTION I. DEFINITIONS. "Glossary - Water and Wastewater Control Engineering", Third Edition, shall be used in general for definitions of terminology. Other terms are as follows:

A. CITY'S EXISTING WASTEWATER QUALITY CONTROL FACILITIES. Facilities including approximately 290 acres of City-owned land approximately two and one-half (2½) miles west southwest of the sanitary sewage originating in the City. The design flow capacity is 3.2 million gallons per day.

B. DESIGN FLOW CAPACITY. The mean daily value for the peak month flow, BOD and suspended solids. These values are used to size the Wastewater Quality Control Facilities.

C. PEAK FLOW RATE. The mean rate of flow during any continuous 3-hour period that produces a maximum quantity.

D. TRANSMISSION FACILITIES. Includes all facilities that collect and convey raw sewage from the District to the City and are not a part of Wastewater Quality Control Treatment Facilities.

E. WASTEWATER QUALITY CONTROL FACILITIES ENLARGEMENT. An enlargement of the City's Existing Wastewater Quality Control Facility from the present design flow capacity of 3.2 million gallons to ~~5.4~~ 5.45 million gallons per day design flow capacity.

F. WASTEWATER QUALITY CONTROL FACILITIES. The City's Existing Wastewater Quality Control Facilities (A), together with the Wastewater Quality Control Facilities Enlargement (D), having a total design flow capacity of ~~5.4~~ 5.45 million gallons per day.

SECTION II. DISTRICT'S RIGHT TO ACQUIRE CAPACITY RIGHTS. District shall hereby acquire capacity rights in the City's Existing Wastewater Quality Control

Facilities [I(A) above] in such a manner that, together with District's capacity rights in the Wastewater Quality Control Facilities Enlargement [I(E) above], District shall have the permitted capacity rights in the Wastewater Quality Control Facilities [I(E) above] as defined in Section IV. In the event that City's Wastewater Quality Control Facilities are not expanded in accordance with this contract, District shall not acquire capacity rights, and this agreement shall have no further force or effect.

SECTION III. NEW FACILITIES.

A. RESPONSIBILITIES.

1. CITY WASTEWATER QUALITY CONTROL FACILITIES ENLARGEMENT. City shall cause to have designed and constructed necessary enlargements to their existing Wastewater Quality Control Facilities in a manner that will satisfy the requirements of the applicable State and Federal requirements for a minimum design flow capacity of ~~8.7~~<sup>5.45</sup> million gallons per day.

2. DISTRICT. District shall design and construct, at no cost to City, wastewater transmission facilities to the point of discharge at the Wastewater Quality Control Facilities.

B. CONTRACT APPROVAL.

1. CITY APPROVAL. All plans and specifications for District's transmission facility shall be approved by authorized City personnel in writing in advance of advertisement for bids.

2. DISTRICT APPROVAL. All plans and specifications, for the construction of the Wastewater Quality Control Facilities Enlargement, described in the Step 1 Study dated December, 1981, shall be prepared by or on behalf of

SECTION IV. DISTRICT CAPACITY RIGHTS.

A. PERMITTED CAPACITY. City shall guarantee to District the right to deliver sewage for treatment and disposal up to a peak flow rate of <sup>1.75</sup>~~2.3~~ million gallons a day. The City shall guarantee to District the right to deliver a design flow capacity of <sup>0.8</sup>~~1.1~~ million gallons per day, a design capacity of 1,600

pounds per day of BOD and a design capacity of 1,600 pounds per day of suspended solids. The total plant design capacity will be <sup>5.45</sup>~~5.7~~ million gallons per day, 14,500 pounds per day of BOD, and 12,000 pounds per day of suspended solids.

B. OWNERSHIP OF FACILITIES. City shall own and continue to own, and shall maintain and operate the Wastewater Quality Control Facilities and all outfalls, treatment and disposal facilities, subject to this Agreement; that is, all items in which District has, or is herein given, a joint use or capacity apportionment. All dominion and control over same is hereby reserved to the City, and the District shall not have any right of supervision or management of the same nor gain any property rights of whatsoever nature therein, other than the rights specifically herein provided.

C. DISTRICT RIGHTS. The District shall have and own a capacity right in the aforementioned City Wastewater Quality Control Facilities. This capacity right shall be defined to be a right of flow therethrough, discharge into said facilities, transportation therethrough, treatment therein, disposal thereby, of sanitary sewage and industrial waste, or such additional capacity rights as may be acquired hereunder. Capacity rights of District, as herein set out, shall continue so long as it pays to City the amounts herein provided in this Agreement in the manner provided for herein.



BUY-IN COST SUMMARY FOR  
LATHROP'S SHARE OF  
EXISTING MANTECA WQCF

Value of Land:

252 Acres/Original Average Cost of Land per Acre Purchased about 1968 - \$1,000.  
37 Acres/Original Cost of Land per Acre Purchased March, 1974 - \$550.

ENR Index (20 City Ave.) January, 1968 = 1107  
ENR Index (20 City Ave.) March, 1974 - 1940  
ENR Index (20 City Ave.) December, 1983 - 4110

252 Acres:

37 Acres:

Percentage Increase =  $\frac{4110}{1107} = 371\%$

Percentage Increase  $\frac{4110}{1940} = 212\%$

Present Land Value per Acre =

Present Land Value per Acre =

371% (1,000) = 3,712 Use \$3,750 per Acre    212% (550) = 1165 Use \$1,200 per Acre

Total Land Value =  
252 Acres @ 3,750 = \$945,000  
37 Acres @ \$1,200 = 44,400  
\$989,400

Value of Existing Manteca Water Quality Control Facilities:

Manteca's share of Manteca WQCF Costs constructed in the early 1970's per  
Final EPA Audit = \$422,609.

Assuming that depreciation and inflation equal each other, the present  
value is unchanged.

Total Present Value of Land and Existing Manteca WQCF

Present Land Value	\$ 989,400
Present Plant Value	<u>422,609</u>
TOTAL VALUE	\$ 1,412,009

Lathrop's Buy-In Cost:

Lathrop's share proportionate to design flows:  $\frac{0.8}{5.45} \text{ mgd} = 14.7\%$

Lathrop's Buy-In Cost =  
\$1,412,009 (14.7%) = 207,565

Rounded Off  
Administration, Bonding and Legal @ 10%

TOTAL BUY-IN COST

~~\$ 272,500~~ 207,600  
~~27,250~~ 20,760  
\$ 299,750 228,360

Note: Does not include design costs.

Keith Ryle  
Phil  
**ORIGINAL**  
JIM ✓

AMENDMENT TO AGREEMENT DATED MARCH 5, 1984 BETWEEN LATHROP  
COUNTY WATER DISTRICT AND THE CITY OF MANTECA CONCERNING WASTE  
WATER TREATMENT

RECITALS

WHEREAS the City of Manteca owns and operates a Waste Water Treatment Facility in the City of Manteca ("Manteca"); and

WHEREAS the former Lathrop County Water District (the "District") acquired certain capacity rights in the Manteca Wastewater Quality Control Facilities under an agreement (the "Agreement"), dated March 5, 1984 between the District and Manteca; and

WHEREAS District and Manteca provided in said Agreement that Manteca would be paid for treatment and processing District effluent according to a formula set forth in the Agreement; and

WHEREAS the City of Lathrop ("Lathrop") incorporated on July 1, 1989 and succeeded to all rights of District made under the Agreement; and

WHEREAS a dispute has arisen between Manteca and Lathrop as to a correct interpretation of the Agreement and sums claimed by Manteca for the treatment of Lathrop effluent; and

WHEREAS the parties, Manteca and Lathrop, desire to modify and amend the Agreement to address the concerns that have arisen under the Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Agreement dated March 5, 1984 between the City of Manteca and the Lathrop County Water District shall be amended in the following particulars only.
2. All references in the Agreement to Lathrop County Water District shall mean the City of Lathrop.
3. All charges by Manteca for the treating and processing of effluent from Lathrop shall not be considered "rates" and shall not be subject to any law related to rate setting but rather shall at all times be considered charges agreed to by the parties and subject to change pursuant to the provisions of this Amendment only.



4. Section IV. Permitted Capacity Rights. Manteca shall guarantee to Lathrop the right to deliver raw sewage for treatment and disposal up to peak flow rate and average flow rate as indicated below:

Phase	<u>Current &amp; Projected Total WQCF Loads</u>				
	ADWF MGD	BOD lbs/day	BOD mg/L	SS lbs/day	SS mg/L
Current	6.95	18490	319	15302	264
Sch.A	7.50	19391	310	19703	315
Phase 3	9.87	25518	310	25929	315
Build Out	25.00	64635	310	65678	315

	<u>Lathrop Wastewater Capacity Rights</u>			
	ADWF(MGD)	PWWF(MGD)	BOD5(lbs)	SS(lbs)
Existing	1.022	1.635	2718	2249
Schedule "A"	1.103	1.764	2850	2896
Phase III	1.451	2.321	3751	3812
Build Out	3.675	5.880	9501	9655

ADWF means Average dry weather flow in MGD cumulative flows. PWWF means Peak wet weather flow. BOD5 means 5 day Bio-chemical oxygen demand in pounds per day and SS means Total Suspended Solids in pounds per day. These rights set forth in table above shall be subject to adjustment in the event that actual treatment capacity increases or decreases.

5. Section V. Maintenance and Operation and Replacement; subsection "B.1. District Share of Costs" is amended to read as follows:

B.1. City of Lathrop Share of Costs.

Lathrop's share of Costs shall include a share of maintenance and operation expenses as set forth herein plus a fixed percentage for depreciation/capital replacement and a fixed Administrative Fee.

Maintenance and operation costs shall mean and include all items budgeted by Manteca as direct costs. Direct costs shall include the charges for all goods and services and personnel actually utilized, consumed or otherwise necessary for the proper operation and maintenance of the waste water treatment facility. Maintenance and operation costs shall not include billing, costs of support and maintaining Manteca's sanitary sewer and storm drain collection systems, capital



# CITY OF MANTECA

PUBLIC WORKS DEPARTMENT

October 24, 2007

Mr. Cary Keaten  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA. 95330

**SUBJECT: WQCF Phase 3 Expansion Project – Schedule D  
New Treatment Capacity Online**

Dear Cary:

This letter is to notify you that the City of Manteca has taken beneficial use of the WQCF Phase 3 Expansion Project – Schedule D. As a result, the WQCF's total treatment capacity has increased from 8.11 mgd to 9.87 mgd, an increase of 1.76 mgd. Per the Manteca/Lathrop Sewer Agreement, the distribution of new and total WQCF treatment capacity is as follows:

#### WQCF Treatment Capacity

City	Schedule D Capacity Increase		Total WQCF Capacity	
	mgd	gpd	mgd	gpd
Manteca	1.501	1,501,280	8.419	8,419,110
Lathrop <sup>(1)</sup>	0.259	258,720	1.451	1,450,890
Total:	1.760	1,760,000	9.870	9,870,000

<sup>(1)</sup> 14.7% of capacity per the Manteca/Lathrop Agreement

mgd = million gallons per day

gpd = gallons per day

If you have any questions, please feel free to call me at 239-8463.

Sincerely,

Phil Govea, P.E.  
Deputy Director of Public Works

cc: Robert F. D. Adams, City Manager  
Mark Houghton, Director of Public Works  
Don Lupul, Assistant City Attorney  
Warren Shannon, Wastewater Systems Superintendent  
Jason DeGroot, Senior Engineer

1001 W. CENTER ST. • MANTECA, CA 95337 • (209) 239-8460 • FAX (209) 239-8495

[www.ci.manteca.ca.us](http://www.ci.manteca.ca.us)

Printed on Recycled Paper



MANTECA WQCF DISCHARGE SELF MONITORING REPORT

MAILING ADDRESS: 1001 W. CENTER ST. MANTECA, CA 95336

CILITY I.D.# 58390104001 NPDES PERMIT # 0081558

REPORTING PERIOD 12/01/92 TO 12/31/92 PAGE 02 OF 20

STATION CONSTITUENT UNITS TYPE FREQUENCY	EFF. TO RIVER 30 FLOW MSD CONTINUOUS DAILY	EFF. TO RIVER BOD mg/l 24 HR COMP DAILY	EFF. TO RIVER SETT. MATTER ml/l GRAB DAILY	EFF. TO RIVER NITRATES mg/l GRAB WEEKLY	REMARKS
------------------------------------------------------	--------------------------------------------------------	-----------------------------------------------------	--------------------------------------------------------	-----------------------------------------------------	---------

DATE					
1	5.34	18	<0.1		
2	5.44	11	<0.1	4	
3	5.18	8	0.1		
4	5.03	9	<0.1		
5	5.25	9	<0.1		
6	5.23	11	0.2		
7	5.79	7	<0.1		
8	5.09	6	0.1		
9	5.01	5	<0.1	20	
10	5.51	14	<0.1		
11	4.84	8	<0.1		
12	4.78	27	0.1		
13	4.83	16	<0.1		
14	4.54	8	<0.1		
15	4.40	9	<0.1		
16	4.44	22	<0.1		
17	4.66	8	<0.1	42	
18	4.31	10	<0.1		
19	4.60	8	<0.1		
20	5.96	32	<0.1		
21	4.77	9	0.1		
22	4.36	14	0.1		
23	4.62	9	0.2	36	
24	4.76	13	<0.1		
25	4.46	8	<0.1		
26	4.55	13	<0.1		
27	4.72	10	<0.1		
28	5.49	12	<0.1		
29	4.48	11	<0.1		
30	6.34	14	<0.1	0	
31	6.57	23	<0.1		
AVERAGE	5.01	12	0.0	20	
HIGH	6.57	32	0.2	42	
LOW	4.31	5	0.0	0	
NO. REC./MO	31	31	31	5	

DISCHARGE POINT  
01-31 RIVER

REQ. # 1 30-D- MAX 20 30-D-MAX 0.1  
EXCEEDED 0 0

REQ # 2 7-D-MAX 30 D-MAX 0.2  
EXCEEDED 0 0

REQ. # 3 D-MAX 50  
EXCEEDED 0

EXECUTIVE OFFICER: BRINTON, MICHAEL A.

AUTHORIZED AGENT

*Warren Shannon*

DATE 01/11/93

WARREN SHANNON

# Apparent Best Alternative Project

TABLE 9-1

## APPARENT BEST ALTERNATIVE PROJECT DESIGN CRITERIA

<u>Description</u>	<u>Design Value</u>
Flow	
Annual Average (mgd)	4.63
Design Month (mgd)	6.11
3-Hour Peak (mgd)	13.06
BOD Loading	
Annual Average	10,058
Design Month	15,818
Suspended Solids Loading	
Annual Average	9,499
Design Month	14,355
Headworks	
Raw Sewage Pumps	
Number (Existing/New)	2/1
Capacity, Each (gpm)	4,900
Size, Each (hp)	60
Mechanically Cleaned Bar Screens	
Number (Existing/New)	1/1
Parshall Flume (Existing)	
Number	1
Capacity (mgd)	8
Throat Width (ft)	1.5
Grit Removal Tank (Existing)	
Number	1
Width (ft)	9.5
Length (ft)	29
Water Depth (ft)	14
Volume (gal)	28,900
Detention Time at Peak Flow (min)	3.2





# CITY OF MANTECA

PUBLIC WORKS DEPARTMENT

May 26, 2016

City of Lathrop  
Public Works Department  
Attention: Mr. Tim McCloy  
Director of Public Works  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: Amendment of City of Manteca Industrial Waste Ordinance and Required Notice to City of Lathrop**

Dear Mr. McCloy:

Representatives of the California Regional Water Quality Board-Central Valley Region and the U.S.E.P.A. Region 9 performed a routine Pretreatment Compliance Audit (PCA) on the City of Manteca's approved pretreatment program. A requirement of that Audit, in pertinent part, obligated the City of Manteca to update and amend its pretreatment industrial waste ordinance.

In accordance with the "Multijurisdictional Agreement between Lathrop and Manteca", INTERJURISDICTIONAL PRETREATMENT AGREEMENT BETWEEN THE CITY OF MANTECA AND THE CITY OF LATHROP, notice is required by the City of Manteca to the City of Lathrop whenever Manteca revises its industrial waste ordinance in order for Lathrop to adopt similar and uniform revisions, Section (Recitals #6) and Section (Agreement #2).

Please find enclosed the newly adopted City of Manteca Industrial Waste Ordinance and the aforementioned INTERJURISDICTIONAL AGREEMENT.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

  
Derek LaMont, J.D., Environmental Professional  
Permit Compliance Coordinator  
City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
(209) 456-8420  
[dlamont@ci.manteca.ca.us](mailto:dlamont@ci.manteca.ca.us)

Encls.



## **Multijurisdictional Agreement between Lathrop and Manteca**

INTERJURISDICTIONAL PRETREATMENT AGREEMENT  
BETWEEN  
THE CITY OF MANTECA  
AND  
THE CITY OF LATHROP

This Agreement is entered into this 17<sup>th</sup> day of OCTOBER 2005, between the City of Manteca, hereinafter called "Manteca" and the City of Lathrop, hereinafter called "Lathrop".

RECITALS

1. Whereas, Manteca owns and operates a wastewater treatment system.
2. Whereas, Lathrop currently utilizes this wastewater treatment system pursuant to the Service Agreement (Agreement A765) between Manteca and Lathrop dated March 5, 1984. Such use is called, for purposes of this Agreement, "use of the WQCF system".
3. Whereas, Lathrop additionally owns and operates a second wastewater system, called, for purposes of this Agreement, the "WRP System".
4. Whereas, Facilities located in Lathrop currently contribute wastewater to the WQCF system, which includes industrial waste. These facilities are hereinafter referred to as industrial dischargers.
5. Whereas, Manteca must develop and implement an industrial pretreatment program to control industrial dischargers of its wastewater treatment system pursuant to conditions contained in its waste discharge permit (NPDES Permit No. CAO08 1558 issued by the EPA), and the pretreatment requirements set out in 40 CFR Part 403 and Division 7 of the California Water Code.
6. Whereas, Lathrop desires to continue to utilize the WQCF system and recognize its industrial waste control obligations under 40 CFR 403, Division 7 of the California Water Code, and Agreement A765. In Agreement A765, Lathrop agreed to adopt and maintain a waste ordinance that is uniform and consistent with the Manteca waste ordinance so that the industrial dischargers to the WQCF system within Lathrop's boundaries shall be subject to the necessary pretreatment controls. With this interjurisdictional agreement, Manteca is authorized to implement and enforce that waste ordinance within Lathrop's boundaries, with respect to those industrial dischargers whose waste flows to the WQCF system.

## AGREEMENT

1. Lathrop shall adopt a waste ordinance that is at least as stringent as to the waste ordinance adopted by Manteca. Lathrop shall forward to Manteca for review a draft of its proposed waste ordinance within (30) days of the date of this agreement. Lathrop shall adopt its waste ordinance within (30) days of receiving approval from Manteca of its content.
2. Whenever Manteca revises its waste ordinance, it shall forward a copy of the revisions to Lathrop. Lathrop shall adopt similar revisions to its waste ordinance. Lathrop shall forward to Manteca for review its proposed revision within (30) days of receipt of the Manteca revisions. Lathrop shall adopt its revisions within (30) days of receiving approval from Manteca of the content thereof.
3. Lathrop shall adopt pollutant specific local limits which include the same pollutant parameters and limits that are as stringent as the local limits enacted by Manteca within (30) days of the date of this agreement. If Manteca makes any revision or additions to its local limits, Manteca shall forward to Lathrop a copy of such revisions within 10 days of enactment thereof. Lathrop shall adopt any such revisions or additions within (30) days of receipt thereof.
4. Lathrop designates Manteca as the agent of Lathrop for the purposes of implementation and enforcement of Lathrop's waste ordinance against industrial dischargers to the WQCF system located in Lathrop. Manteca may take any action under Lathrop's waste ordinance that could have been taken by Lathrop, including the enforcement of the ordinance in courts of law.

Manteca, on behalf of and as agent for Lathrop, shall perform technical and administrative duties necessary to implement and enforce Lathrop's waste ordinance. Manteca shall: (1.) issue permits to all industrial dischargers to the WQCF system required to obtain a permit; (2.) conduct inspections, sampling, and analysis; (3.) take all appropriate enforcement action outlined in Manteca's enforcement response plan and provided for in Lathrop's waste ordinance; and (4.) perform other technical and administrative duties required by Federal and State law or NPDES permit. In addition, Manteca may, as agent of Lathrop, take emergency action to stop or prevent any discharge to the WQCF system for an industrial user which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

6. Manteca shall maintain an industrial user inventory of permitted and non-permitted industrial and commercial facilities discharging to the WQCF system. Manteca shall update the industrial user inventory annually and provide a copy of the inventory to Lathrop by December 31st of each year. The industrial user inventory shall contain the name of the industrial user, the address, telephone number of the facility, the standard

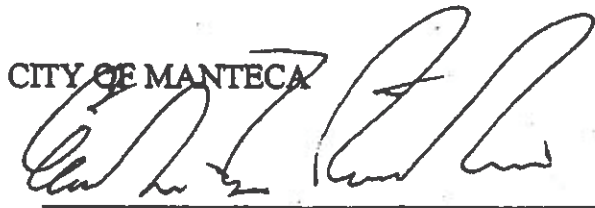
industrial classification (SIC), and identify the product or service provided by the facility. Lathrop shall notify Manteca of any additional planned industrial waste discharges to the WQCF system thirty days before commencement of the discharge.

7. Before any industrial user located outside the jurisdictional boundaries of Lathrop discharges into the WQCF Sewer system, Lathrop and Manteca shall enter into an agreement with the jurisdiction in which such industry is located. Such agreement shall be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.
8. Manteca may recover costs for permitting, inspecting, sampling, and other industrial user monitoring and enforcement activities directly from the industrial dischargers located within Lathrop's jurisdiction.
9. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms shall be unaffected.
10. Manteca and Lathrop shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. § 1251 *et seq.*) and rules and regulations (see 40 CFR part 403) issued thereunder, as necessary, but at least once every 5 years on a date to be determined by Manteca and Lathrop.
11. This Agreement shall remain in effect so long as Agreement A765 remains in effect. Termination of the Agreement A765 shall also result in the termination of this Agreement.
12. If the authority of Manteca to act as agent for Lathrop under this Agreement is questioned by an industrial user, court of law, or otherwise, Lathrop shall take whatever action is necessary to ensure the implementation and enforcement of its waste ordinance against its industrial dischargers, including, but not limited to, implementing and enforcing its waste ordinance on its own behalf and/or amending this Agreement to clarify Manteca's authority.
13. Any disputes between Manteca and Lathrop arising out of this Agreement shall be submitted to binding arbitration performed in accordance with the rules of American Arbitration Association.

CITY OF LATHROP

  
GLORYANNA RHODES, MAYOR

CITY OF MANTECA

  
WILLIE W. WEATHERFORD, MAYOR

ATTEST:

  
\_\_\_\_\_  
RICK CALDEIRA, LATHROP CITY  
CLERK

  
\_\_\_\_\_  
JOANN L. TILTON, MANTECA CITY  
CLERK

APPROVED AS TO FORM AND EXECUTION:

  
\_\_\_\_\_  
JOHN STOVALL, LATHROP CITY  
ATTORNEY

  
\_\_\_\_\_  
JOHN D. BRINTON, MANTECA CITY  
ATTORNEY 10-6-05



**WASTEWATER SERVICES AGREEMENT  
BETWEEN OAKWOOD LAKE WATER DISTRICT  
AND  
THE CITY OF MANTECA**

This Wastewater Services Agreement ("Agreement") between the Oakwood Lake Water District ("District"), a California Water District (California Water Code section 35000 et seq.) located in the County of San Joaquin, California (the "County"), and the City of Manteca, California ("City"), a public body, corporate and politic, is entered into as of May 9, 2019. A signatory to this Agreement may be referred to herein as a Party, and collectively each Party may be referred to as the Parties.

**RECITALS:**

WHEREAS, the County has approved the development and construction of a subdivision commonly known as Oakwood Shores which is currently entitled for up to four hundred thirty six (436) single family residences ("Entitled Units") and related parks, semipublic sites, and open space facilities, together with any and all on-site and off-site private and public improvements (collectively, the "Project"); and

WHEREAS, The District provides potable water service and wastewater collection, treatment and disposal services, including recycled water services, to the Project and to all existing fifty seven (57) residential units in a mobile home park on other real property within the District (the "Mobile Home Park"); and

WHEREAS; it is projected that as many as an additional one hundred and fifty (150) units ranging from low to high density residential could possibly be approved by the County and included with the Project ("Future Units"); and

WHEREAS, the District's existing wastewater facilities currently do not have sufficient capacity to treat and dispose of wastewater for the District's current and future customers and which facilities have a history of effluent requirement exceedances; and

WHEREAS, the Central Valley Regional Water Quality Control Board ("Regional Board") issued Time Schedule Order R5-2018-0902 (the "TSO") which established interim effluent limits that can be achieved by the existing facilities and also established a time schedule



to achieve the Regional Board's adopted objective of the District to connect to a regional wastewater treatment plant; and

WHEREAS, alternatively, the TSO requires that the District proceed with the construction of a new membrane bioreactor wastewater treatment facility ("MBR") if a wastewater treatment and disposal services agreement with the City does not occur; and

WHEREAS, as consideration for allowing the District to connect to its Wastewater Quality Control Facility (WQCF), the City desires to route surface stormwater drainage from new developments immediately east and south of the District (and which are outside the boundary of the South San Joaquin Irrigation District which would otherwise provide stormwater drainage services to lands within the City) to the San Joaquin River through the District while possibly utilizing land and existing infrastructure owned by the District; and

WHEREAS, in support of these dual wastewater and stormwater drainage objectives, the District and the City jointly undertook the Joint Wastewater Drainage Feasibility Study (the "Joint Study") which was completed in July 2018 and which identified separate alternatives for District wastewater facilities to connect to the City's existing wastewater infrastructure and for the City stormwater drainage facilities to connect to the San Joaquin River using land and existing infrastructure owned by the District; and

WHEREAS, the Joint Study was administratively accepted by the District in July 2018 and was accepted by the City Council on September 4, 2018; and

WHEREAS, the Joint Study concluded that there exist technically viable and environmentally acceptable wastewater and stormwater drainage options that each are significantly more favorable economically, to the District and the City respectively, than implementation of an MBR for wastewater and annexation to and connection into the facilities of the South San Joaquin Irrigation District; and

WHEREAS, the City and the District have concurred that Alternative 1 (as defined in the Joint Study) is the preferred option for wastewater services (herein "Wastewater Alternative 1") and Alternative 3 (as defined in the Joint Study) is the preferred option for stormwater drainage services (herein "Stormwater Drainage Alternative 3"); and

WHEREAS, based on cost estimates for Wastewater Alternative 1 in the Joint Study (\$2,123,000) together with deferred Capacity Fees for connection to the City (\$2,891,175) as compared to the cost estimate for the MBR available to the District (\$3,222,600), on a capital



cost basis the District costs could increase by an estimated \$1,791,575 but which would result in lower operating costs that over time would more than offset the increased capital costs and would benefit customers of the District; and

WHEREAS, based on cost estimates for Stormwater Drainage Alternative 3 in the Joint Study (\$4,509,000) as compared to cost estimates for annexation to the South San Joaquin Irrigation District (\$2,600,000) and for needed facilities (\$4,900,000) the City could save an estimated \$2,991,000 that would benefit developers in the area served by the Stormwater Drainage Facilities; and

WHEREAS, in accordance with CEQA on February 26, 2019 the District adopted an Initial Study / Mitigated Negative Declaration ("IS / MND") for the Wastewater Systems Improvements Project which is consistent with Wastewater Alternative 1 in the Joint Study; and

WHEREAS, the Parties desire to enter into this Agreement to implement Wastewater Alternative 1 as described in the Joint Study and as approved by the District in the IS / MND and thereby the City would provide wastewater treatment and disposal services for the District in accordance with the terms of this Agreement;

WHEREAS, however, the District will need to amend the agreement it entered into on September 11, 2017 with Oakwood LT Ventures II in order to fulfill its obligations under this Agreement;

WHEREAS, the Parties also desire to enter into this Agreement to enable the implementation of Stormwater Drainage Alternative 3 as described in the Joint Study once approved by the City in accordance with CEQA; and

WHEREAS, however, the City can only implement a stormwater drainage solution under this Agreement if it has the necessary and sufficient real property rights that are compatible with the construction and operation of the Stormwater Drainage Facilities.

**NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. INCORPORATION OF RECITALS.** The above Recitals are true and correct and are made a part hereof.
- 2. EFFECTIVE DATE.** The Effective Date of this Agreement ("Effective Date") shall be the later of:



- a. The date first written above;
- b. The effective date of the amended agreement between the District and Oakwood LT Venture's II; and
- c. The earliest recordation date of the option easement with the Oakwood Shores Owner's Association or the easement with Reclamation District 17 identified in Section 9(d) below.

**3. PURPOSE.** The purpose of this Agreement is to address the wastewater treatment and disposal needs of the District and the stormwater drainage and disposal needs of the City, in a manner that is environmentally sound and mutually cost effective for both Parties.

- a. **District** In the near term, the District desires to obtain wastewater treatment and disposal services from the City for current and future users within the District via a connection to the City's wastewater collection system with treatment occurring at the City's existing WQCF as that facility may from time to time be modified or expanded and wastewater disposal occurring via the City's existing wastewater outfall to the San Joaquin River as that facility may from time to time be modified or expanded.
- b. **City** In the long term, the City desires to implement a surface stormwater drainage solution for certain areas of the City via facilities connecting to the San Joaquin River using land and existing infrastructure owned by the District.

**4. DEFINITIONS.** For the purposes of this Agreement, the following words, terms, and phrases shall have the meanings respectively ascribed thereto:

- a. **CEQA.** The California Environmental Quality Act (Pub. Resources Code § 21000, et seq.), the State CEQA Guidelines (14 Cal. Code of Regs. § 15000, et seq.) and applicable District or City regulations that implement CEQA as said act and regulations exist on the date hereof and may from time to time be amended, revised, or superseded.
- b. **Standard Procedures, Specifications and Drawings.** Standard Procedures, Specifications and Drawings (as set forth in its manual thereof) of the City of Manteca, for design and installation of potable water, recycled water and wastewater utilities, as they may be amended from time to time and incorporated herein by this reference.



c. **WQCF.** Wastewater Quality Control Facility.

5. **FACILITIES.** Those certain facilities required to implement Wastewater Alternative 1 and Stormwater Drainage Alternative 3 both as described in the Joint Study as further described below and any additional or ancillary facilities needed to make the wastewater or stormwater drainage facilities fully operational. This is a conceptual, good faith description of the Facilities anticipated by the Parties which will be required to meet the Purpose of this Agreement. The Parties shall work together and cooperate in good faith to produce more detailed plans. The description of the Facilities may be amended, increased, decreased, or replaced in whole or in part by agreement of the Parties as the need from time to time may arise.

a. **Wastewater Facilities:** The Wastewater Facilities are described below and shown in Exhibit A.

i. **Force Main** A sanitary sewer force main originating at the existing District wastewater treatment facility. The initial section of pipeline, approximately 3,000-linear feet, would convey the accumulated wastewater easterly within the Aplicella Court roadway, or adjacent to the paved roadway on its south side, to West Woodward Avenue. At the Aplicella Court and West Woodward Avenue intersection, the force main would be routed within the roadway in a northerly direction for approximately 850 linear feet, then would continue to the east within West Woodward Avenue for approximately 3,800 linear feet terminating at a newly constructed manhole. The Parties agree that the Force Main is the facility designated as "OSFM" in the PFIP (defined below).

ii. **Gravity Sewer** From that manhole, a new 18-inch gravity sewer line of approximately 2,800 linear feet would conduct wastewater to a connection with an existing City 30-inch trunk sewer at the intersection of West Woodward Avenue and South McKinley Avenue. The new sewer line would be sized to accommodate flows from, and in operation be shared by, the District and the proposed Trails of Manteca project. The Parties agree that the Gravity Sewer is the facility designated as "Link 33" in the PFIP (defined below).



- iii. Pump Station      A new or modified sewer pump station at the District's wastewater treatment facility with metering capabilities as described in this Agreement. The Parties agree that the Pump Station is the facility designated as "Oakwood Shores Pump Station" in the PFIP (defined below).
- iv. Ancillary Facilities      Civil, structural, mechanical, electrical, instrumentation, and programming needed to make the new facilities fully functional.
- b. **Stormwater Drainage Facilities**      The Stormwater Drainage Facilities are described below and shown in Exhibit B.
  - i. Stormwater Drain Line      A stormwater drain line that runs approximately 10,900 linear feet from the Woodward Avenue and South McKinley Avenue intersection, westerly along Woodward Avenue and Aplicella Court (within District or Reclamation District No. 17 rights of way ), before terminating at the site of the existing District wastewater treatment plant.
  - ii. Pump Station      A pump station at the existing District wastewater treatment plant site.
  - iii. Outfall      A new outfall to the San Joaquin River.
  - iv. Ancillary Facilities      Civil, structural, mechanical, electrical, instrumentation, and programming needed to make the new facilities fully functional.

**6. OBLIGATIONS OF THE PARTIES REGARDING THE FACILITIES.** Pursuant to, and subject to the terms and conditions of this Agreement, the Parties agree to the following with regard to the various Facilities.

- a. Wastewater Facilities      The District shall be responsible to plan, design, acquire, install and construct all Wastewater Facilities. The District shall plan, design and construct all Wastewater Facilities that will be conveyed to the City in accordance with City Standards and Specifications. The District shall design and construct all Facilities that will be not be conveyed to the City in accordance with City Standards and Specifications for construction of pipelines in City streets.
- b. Stormwater Drainage Facilities      The City shall be responsible to plan, design,



acquire, install and construct all Stormwater Drainage Facilities. The City shall plan, design and construct all Stormwater Drainage Facilities that will be constructed in private roads within the District to the stricter of City or County Standards and Specifications.

- c. Cooperation During the course of planning, design, procurement, installation, and construction of the Facilities, each Party shall permit, and does hereby grant, the other Party and its contractors and consultants reasonable access to the site of the Wastewater and Stormwater Drainage Facilities.
- d. Design Review Each Party shall submit to the other Party for its review plans and specifications for the Facilities for which it is responsible and which are within the jurisdictional boundaries of the other Party. The reviewing Party shall expeditiously review the plans and specifications submitted to it and provide its comments for revision and/or its approval which approval shall not unreasonably be withheld.
- e. Construction Inspection and Permitting Each Party shall allow the other Party to inspect the Facilities for which it is responsible and which are within the jurisdictional boundaries of the other Party. Each Party shall obtain all permits needed for construction (such as but not limited to encroachment permits, excavation permits and traffic management requirements) within the jurisdictional boundaries of the other Party, the issuance of which permits shall not be unreasonably withheld.
- f. Dedication and Acceptance of Gravity Sewer Upon completion of construction in a manner satisfactory to both Parties, the District shall convey title to the Gravity Sewer to the City. The City hereby agrees to accept title thereto upon receipt of documentation from the District, including, but not limited to, as-built drawings and other such materials, documents, permits, letters of approval, or other records demonstrating compliance with plans and specifications and upon receipt of a maintenance bond to in an amount equal to ten percent (10 %) of the cost of Gravity Sewer to secure the satisfactory performance of the Gravity Sewer for one (1) calendar year after final acceptance; and
- g. Operation of Facilities The District shall own, operate and maintain all District Facilities except the Gravity Sewer. The City shall own, operate and maintain all City Facilities, including the Gravity Sewer, after title to that Gravity Sewer is conveyed by



the District to the City.

- h. Funding of Facilities Costs. The District shall provide the funding for the costs of the Wastewater Facilities. The City shall provide the funding for the costs of the Stormwater Drainage Facilities.

**7. Public Facilities Implementation Plan ("PFIP")**

The City adopted a PFIP Update dated February 26, 2013. The City's stated purpose in adopting the PFIP is to 1) Develop impact fees that are cost-competitive within the region; 2) Promote orderly growth in accordance with the General Plan; and 3) Develop and maintain an impact fee program that is flexible and responsive to changing market conditions. The Parties agree that the PFIP shall be applied as follows for the Wastewater Facilities:

- a. Sole Use Facilities The Pump Station (Oakwood Shores Pump Station in the PFIP) and the Force Main (OSFM in the PFIP) shall be considered Sole Use Facilities for the sole benefit of the District. They shall not be included in the basis for the PFIP charges for the District (Zone 26 in the PFIP) and no reimbursement shall be due from the City.
- b. Dual Use Facilities Constructed by the District: The Gravity Sewer (Link 33 in the PFIP) is included in the City's PFIP and shall be subject to the rules and reimbursements to the District provided in the PFIP. The City shall reimburse the District seventy three percent (73%) of the cost of construction of the Dual Use Facilities Constructed by the District as such cost of construction is defined by the PFIP and determined using City standard procedures. Reimbursements shall be made by the City at such time and in such amounts in accordance with the PFIP.
- c. Dual Use Facilities not constructed by the District Other than the facilities described above all other facilities listed in Table D-2 of the PFIP update for the benefit of Zone 26 as defined in that PFIP Update shall be proportionally paid for by the District. Each low or very low density residential unit including the Entitled Units shall be liable for the current Zone 26 PFIP Sewer Fee of \$234 (Total \$102,024). Each high density residential unit including the Mobile Home Park shall be liable for the current Zone 26 PFIP Sewer Fee of \$171 (Total \$9,747) as presented In Exhibit C. The PFIP liability of future units shall be based on their density in accordance with the PFIP. The District payment for



Zone 26 PFIP Sewer Fees for occupied homes, homes for which a building permit has been issued prior to Effective Date and for mobile home park units shall be due and payable in four (4) equal installments on the 15<sup>th</sup> day of January, April, July and October in the first full calendar year after commencement of wastewater services by the City. The District payment for Zone 26 PFIP Sewer Fees for Current Entitled Lots without Building Permits and for Future Homes shall be due and payable at the end of the calendar month that is 30 days after issuance of the building permit by the County.

- 8. CEQA REVIEW.** City hereby acknowledges and agrees that the District acted as the “lead agency” for conducting review under CEQA of the effect upon the environment, if any, of construction and operation of the Wastewater Facilities and that the District adopted the IS / MND on February 26, 2019. District hereby acknowledges and agrees that the City shall act as the “lead agency” for conducting review under CEQA of the effect upon the environment, if any, of construction and operation of the Stormwater Drainage Facilities.

**9. PROPERTY MATTERS.**

- a. Encroachment Permits for Wastewater Facilities     The City shall issue encroachment permits to the District of the form included in Exhibit D for the construction of Wastewater Facilities in the public right of way within the jurisdictional boundaries of the City.
- b. Easements for Stormwater Drainage Facilities through District Property     After completion of CEQA by the City for the Stormwater Drainage Facilities and upon notification by the City, the District shall grant to the City reasonable easements for the Stormwater Drain Line across District Property. The cost of said easement shall be one dollar (\$1.00) per square foot.
- c. Property for Stormwater Drainage Pump Station     If, at any time after the commencement of Wastewater Service by the City under this Agreement the District determines that any part of the portion of Lot 5 upon which the current wastewater treatment facility is located (“Treatment Property”), as depicted in Exhibit E attached to this Agreement (including a portion of APN 241-520-17 and APN 241-520-01, roughly described as comprising: that portion of former Lot 5 on Final Map 3216 that is in the



immediate vicinity of the existing wastewater treatment facilities), is no longer necessary for the onsite treatment and disposal of wastewater, the property shall be made available for purchase by City. District hereby grants City an option (the "Treatment Plant Option"), contingent upon the City paying an option price of \$100.00 payable within ninety (90) days of the Effective Date, to purchase such portion of the Treatment Property as the City may determine is needed for the Stormwater Drainage Facilities, at four dollars (\$4.00) per square foot. District shall notify the City of the availability of the property in writing, which shall include a description of the property, or portion thereof, and District's calculation of the purchase price, and the said option will be available to City for a period of 10-years after District's written notice. The Parties shall cooperate in good faith to complete the purchase within ninety (90) days after the date the City exercises the option. Nothing in this Section shall require the District to violate its obligations under the California Surplus Land Act.

d. Additional Easements

- i. Stormwater Drainage Facilities Easements (Oakwood Shores Owners Association Property) The Parties agree that the District has assisted the City in obtaining an option for an easement for the Stormwater Drainage Facilities within the jurisdictional boundaries of the District for property owned by the Oakwood Shores Owners' Association. The proposed easement is attached as Exhibit F.
  - ii. Stormwater Drainage Facilities and Wastewater Facilities Easements (Reclamation District 17 Property) The Parties will cooperate and coordinate efforts to obtain compatible easements for the Stormwater Drainage Facilities and the Wastewater Facilities for property owned by Reclamation District No. 17.
- e. Rights of Entry Each Party shall grant the other a Right of Entry to its property that the other Party may reasonably need to plan, design and construct the Wastewater and Stormwater Drainage Facilities.

**10. WASTEWATER TREATMENT AND DISPOSAL SERVICES** Upon completion of the Wastewater Facilities in accordance with this Agreement the City shall accept for treatment and disposal wastewater conveyed to it by the District through the Wastewater



Facilities subject to the terms of this Section. This shall include (i) waste backwash water and minor process water from operation of the District's water treatment plant on Woodward Ave. and (ii) runoff from the District's existing wastewater treatment plant site while the Regional Board requires such runoff to be treated (the "System Uses"). All wastewater thus accepted shall be subject to and comply with all Federal, State and Local regulations, present and future. The District shall not allow any industrial or commercial wastewater to enter the system without the explicit separate approval from the City and in no event shall any wastewater generated outside the District be discharged into the system.

- a. **Connection Fees for Treatment and Disposal**                      In recognition of the investment that the City has already made in the WQCF and disposal facilities, the District shall remit to the City Connection Fee payments as follows:
- i. **Occupied Homes and homes for which a building permit has been issued prior to Effective Date**                      The District shall pay the sum of \$5,964 as a connection fee for each such home in its service area amortized over twelve (12) years at 2.5% interest compounded annually which is equal to \$581.41 per year. The payment shall be due and payable on June 1 of each calendar year beginning on the first June 1 that is one (1) year after commencement of wastewater services by the City. The District may accelerate any or all of the amounts due for any such occupied home or home under construction in which case the amount due will be the unpaid principal balance at the time of the accelerated payment.
  - ii. **Current Entitled Lots Without Building Permits**                      The District shall pay the sum of \$5,964 as a capacity fee for each lot that has been entitled by the County prior to the Effective Date and for which a building permit has not been issued. The payment shall be due at the end of the calendar month that is thirty (30) days after issuance of the building permit by the County.
  - iii. **Future Homes**                      The District shall pay the then current wastewater connection fee for comparable units within the City. The payment shall be due and payable at the end of the calendar month that is thirty (30) days after issuance of the building permit by the County.



- iv. Mobile Home Park The District shall pay the sum of \$5,103 as a connection fee for each of the units in the Mobile Home Park. The total payment of \$290,871 shall be amortized over twelve (12) years at 2.5% interest compounded annually which is \$28,356.18 per year. The payment shall be due and payable on June 1 of each calendar year beginning on the first June 1 that is one (1) year after commencement of wastewater services by the City. The District may accelerate the amount due for the Mobile Home Park in which case the amount due will be the unpaid principal balance at the time of the accelerated payment.
- b. Monthly Charges for Treatment and Disposal Service      The District shall remit to the City monthly service charges for wastewater treatment and disposal service as follows:
- i. Existing Homes      Upon the commencement of wastewater service by the City, the District shall pay the monthly service charge for wastewater for each existing home in its service area. The rate shall be the same as per City ordinance for residential units which is \$43.30 per month, as of the Effective Date. The payment shall be made quarterly and shall be due and payable on the 15<sup>th</sup> day of January, April, July and October. The monthly service charge shall be prorated for the month a newly sold home is first occupied.
- ii. Mobile Home Park      Upon the commencement of wastewater service by the City, the District shall pay the monthly service charge for wastewater for the fifty seven (57) units in the Mobile Home Park. The rate shall be the same as per City ordinance for mobile home parks in the City which is \$43.30 per month, as of the Effective Date. The payment shall be made quarterly and shall be due and payable on the 15<sup>th</sup> day of January, April, July and October.
- c. Service Charge Adjustments      From time to time as the City adjusts its monthly service charges, the District shall pay the then current monthly charge for each existing unit. The City shall provide the District with a four (4) month notice prior to any adjustment in its service charges so as to allow time for the District to enact a rate increase within its service area.
- d. Limitations on Service      Wastewater Treatment and Disposal Service under the



terms of this Agreement are limited as follows:

- i. Service shall be limited to the Project as defined above (436 units), the existing Mobile Home Park (57 units) and 150 additional future residential units that may be approved by the County within the jurisdictional boundary of the District.
- ii. Service is based on comparable levels of infiltration and inflow ("I/I") from similar units in the District and in the City. The Parties agree that I/I is extremely difficult to accurately measure. Accordingly, for the first five (5) full calendar years after commencement of wastewater services by the City, the Parties agree that the approach herein shall be the basis for calculating and assessing service charges related to excessive I/I from the District ("I/I Service Charge"). The Parties agree that the amount of I/I calculated hereunder represents the difference between I/I for similar units in the City and in the District. During the initial five year period, the District shall pay an I/I Service Charge of \$0.00135 / gallon of metered wastewater from the District to the City (excluding System Uses as defined above) that, on an annual basis, is greater than the annual allowance of 32,805,470 gallons as presented in Exhibit I. During the initial five year period, the City shall credit the District an I/I Service Charge of \$0.00135 / gallon of metered wastewater from the District to the City (excluding System Uses as defined above) that, on an annual basis, is less than the annual allowance of 32,805,470 gallons as presented in Exhibit I. After four (4) years the City and the District shall review the data and the approach herein and negotiate in good faith an amended approach for the sixth year and beyond that more accurately represents the difference between I/I for similar units in the City and in the District. . The amounts due under this section shall be summed for each year and paid as an even quarterly surcharge the following year.
- e. Flow Metering        The District shall install, maintain and operate flow meters at the Wastewater Facility Pump station and another to measure flow from the Mobile Home Park. The type and brand of the flow meter shall be approved by the City. The flow meters shall be calibrated by the District annually for the first three full years of their operation. Thereafter, the flow meters shall be calibrated by the District in accordance with the manufacturer's recommendations. District shall provide a data uplink from the



District flowmeters to the City's SCADA system.

**11. EMERGENCY POTABLE WATER INTERTIE** Within two years of the Effective Date, the Parties shall meet and confer in good faith regarding the possibility of a water interconnection between the District and City potable water systems that could be used by either Party during short term emergency operating conditions affecting the health and safety of affected users including but not limited to situations caused by mechanical breakdowns, water quality exceedances, or fire-fighting situations; emergencies for the purpose of this section do not include water shortage limitations caused by droughts or State mandated curtailments.

**12. INDEMNIFICATION** In performance of this Agreement, each Party and its agents, employees, and contractors shall act in an independent capacity and not as officers, employees, or agents of any other Party. Except as otherwise declared herein, no Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party is responsible in proportion to its fault for liability, including but not limited to personal injury or property damage that may arise out of this Agreement, except to the extent such injury, damage, or loss was caused by the sole negligence or willful misconduct of the other Party, or its elected officials, officers, agents, or employees. Each Party expressly agrees to defend, indemnify, and hold harmless any other Party and its elected officials, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from the first Party's, its elected officials', officers', agents', and employees' negligent acts, errors or omissions, or willful misconduct, in its performance under this Agreement.

Each Party shall be responsible for any adverse impacts to its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of any other Party, its elected officials', officers, agents, and employees.

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement, particularly with regard to the facilities and operations, of other Parties to this Agreement.



**13. INSURANCE.** Prior to commencement of construction of the Facilities for which either Party is responsible, that Party shall obtain, and at all times thereafter until acceptance of the Facilities and/or conveyance to the other Party where specified in this Agreement, maintain in full force and effect, at the responsible Party's expense and risk, Workers Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability and property insurance policies issued on a per occurrence basis insuring against claims for injuries to persons or damages to property arising out of the construction, installation, operation, maintenance, repair, replacement, or use, or failure to use the Facilities. Said insurance shall be in a form subject to the reasonable approval of the other Party and with regard to the Stormwater Drain Line portion of the Stormwater Drainage Facilities that is within the jurisdictional boundaries of the District and in streets owned by the Oakwood Shores Owner's Association, the approval of the Oakwood Shores Owner's Association. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	<p>\$5,000,000 minimum limit per occurrence.</p> <p>If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p> <p>Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms:</p> <p>"City of Manteca, its officers, officials, employees, agents, and volunteers."</p> <p>"Oakwood Lake Water District, its officers, officials, employees, agents, and volunteers."</p> <p>For the Stormwater Drain Line portion of the Stormwater Drainage Facilities that is</p>



Automobile Liability

within streets owned by the Oakwood Shores Owner's Association "Oakwood Shores Owner's Association, its officers, officials, employees, agents, and volunteers"

\$5,000,000 per accident for bodily injury and property damage.

Automobile Liability Additional Insured Endorsement naming the following as additional insured:

"City of Manteca, its officers, officials, employees, agents, and volunteers."

"Oakwood Lake Water District, its officers, officials, employees, agents, and volunteers."

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Course of Construction

For the Stormwater Drain Line portion of the Stormwater Drainage Facilities that is within streets owned by the Oakwood Shores Owner's Association "Oakwood Shores Owner's Association, its officers, officials, employees, agents, and volunteers"

Completed value of the Facilities with no coinsurance penalty provisions

Prior to commencement of construction of the Facilities, each Party shall file or shall cause its vendors and contractors to file with the other Party (and as appropriate with the Oakwood Shores Owner's Association) evidence of such insurance coverage by filing a copy of the declaration pages or information pages of the required insurance policies and original endorsements thereto which shall:

- i. Preclude cancellation or reduction in coverage before the expiration of thirty (30) days after the responsible party shall have received written notice of cancellation or reduction in coverage by certified mail, return receipt requested;
- ii. Provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability (cross-liability endorsement);
- iii. Name the other Party, its Board of Directors or City Council as appropriate, other boards, commissions, committees, officers, employees, contractors, volunteers, and agents as additional insureds; and



- iv. Provide that said insurance coverage shall be primary insurance with respect to the other Party, its Board of Directors or City Council as appropriate, other boards, commissions, committees, officers, employees, contractors, and agents and that any insurance of self-insurance maintained by said other Party for itself, its Board of Directors or City Council as appropriate, other boards, commissions, committees, officers, employees, contractors, and agents shall be excess of said insurance and not contributory with it.

Each Party shall furnish the other Party and the Oakwood Shores Owner's Association written notification within ten (10) days, by certified mail, return receipt requested, of any reduction in coverage below the Minimum Limits set forth hereinabove with respect to commercial general liability and automobile liability insurance coverage.

**14. FORCE MAJEURE.** The District's and the City's obligations under this Agreement are subject to delays arising from acts of God; adverse weather conditions; war; terrorist act; invasion; insurrection; acts of a public enemy; riot; mob violence; civil commotion; fire or other material casualty; sabotage; strikes; lockouts; labor disputes; inability to procure (despite reasonable commercial efforts) or general shortage of labor or materials; inability to procure (despite reasonable commercial efforts) equipment or supplies on the open market; unusual delay in transportation; moratoria, regulations, or controls imposed, or lack of action taken, by the Regional Board, the County, or any other governmental or quasi-governmental agencies or entities; inability to obtain or delay in obtaining permits or approvals despite the reasonable efforts. Each Party shall promptly notify the other Party as to any Force Majeure Delay, the nature thereof, the anticipated duration of any such delay, and agrees to use reasonable efforts to mitigate any Force Majeure Delay. In such event, the Parties shall negotiate in good faith an adjustment to the schedule/completion date then currently in place.

**15. BREACH: CURE, OR EXCUSED.** Neither Party shall be in default or breach of this Agreement unless a Party fails to cure any failure to timely perform its obligations hereunder within thirty (30) days after receiving written notice of same from the other Party; provided, however, that if the failure cannot reasonably be cured within such thirty (30)-day period, then a Party shall not be in breach of this Agreement if it commences such cure within such thirty (30)-day period and thereafter diligently pursues such cure to completion.

**16. SUCCESSORS.** This Agreement, and the respective rights, duties and obligations of the



Parties hereunder shall be binding upon and inure to the benefit of their successors and assigns.

**17. DISPUTE RESOLUTION.** In the event of a dispute between the Parties in the interpretation of any provision of this Agreement or of the performance of either party expressly or impliedly required hereunder, prior to instituting any legal proceeding or action, the party claiming dispute shall notify the other party in writing of the nature of said dispute and request a meeting to confer regarding resolution thereof. The Parties shall meet and confer within ten (10) days of the date of said notice and shall endeavor in good faith to resolve the dispute by agreement or they may provide, by written mutual agreement, for the dispute to be resolved through mediation. Any such agreement shall specify the mediator to be used. If the Parties desire to resolve the dispute through mediation but are unable to agree upon a mediator, the dispute shall be submitted to the Superior Court to select a mediator. The cost of mediation shall be shared equally by the Parties. If the Parties do not agree to mediation, or agreement or resolution through mediation cannot be achieved within one hundred and twenty (120) days from the date that the mediator has been determined, the Parties may enforce their respective rights as they shall individually or collectively determine consistent with the laws of the State of California. Any legal action against the other Party shall be filed in the San Joaquin County Superior Court.

**18. GOVERNING LAW–** This agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for all disputes shall be proper in the Superior Court of San Joaquin County.

**19. AMENDMENTS AND SUPPLEMENTAL AGREEMENTS.** This Agreement may be amended or supplemented only by a writing, approved and executed by the Parties in the same manner as this Agreement. This Section shall not limit the District or City from entering into other Agreements or other contracts for services not provided for under the terms and condition of this Agreement.

**20. NOTICES.** Any notice required, or convenient to the performance, hereunder, shall be in writing and may be given to the Parties by personal delivery, or by mail (first class or equivalent), postage prepaid, addressed in the case of District as follows:

District Engineer  
Oakwood Lake Water District  
P.O. Box 77980

Stockton, CA 95267

With a copy to:

District General Counsel  
Oakwood Lake Water District  
2125 Oak Grove Road, Suite 210  
Walnut Creek, CA 94598

and in the case of the City, as follows:

City Clerk  
City of Manteca  
1001 W. Center St  
Manteca, CA 95337

**22. CAPTIONS.** Section and subsection headings as used herein are for convenience only, and shall not be deemed to alter or modify the contents of the Section or subsection headed thereby.



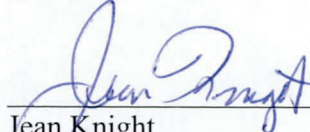
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first written above.

OAKWOOD LAKE WATER DISTRICT,  
A public entity in the county of  
San Joaquin, California

By   
Gene Oliver, Board President

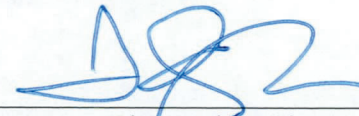
Date: 5-6-2019

ATTEST:

  
Jean Knight  
District Secretary

Date 5/9/19

CITY OF MANTECA

By   
Tim Ogden, City Manager

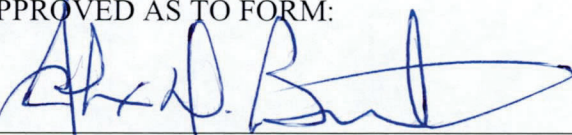
Date: 5-2-19

ATTEST:

  
Lisa Blackmon, City Clerk

Date 5-2-19

APPROVED AS TO FORM:

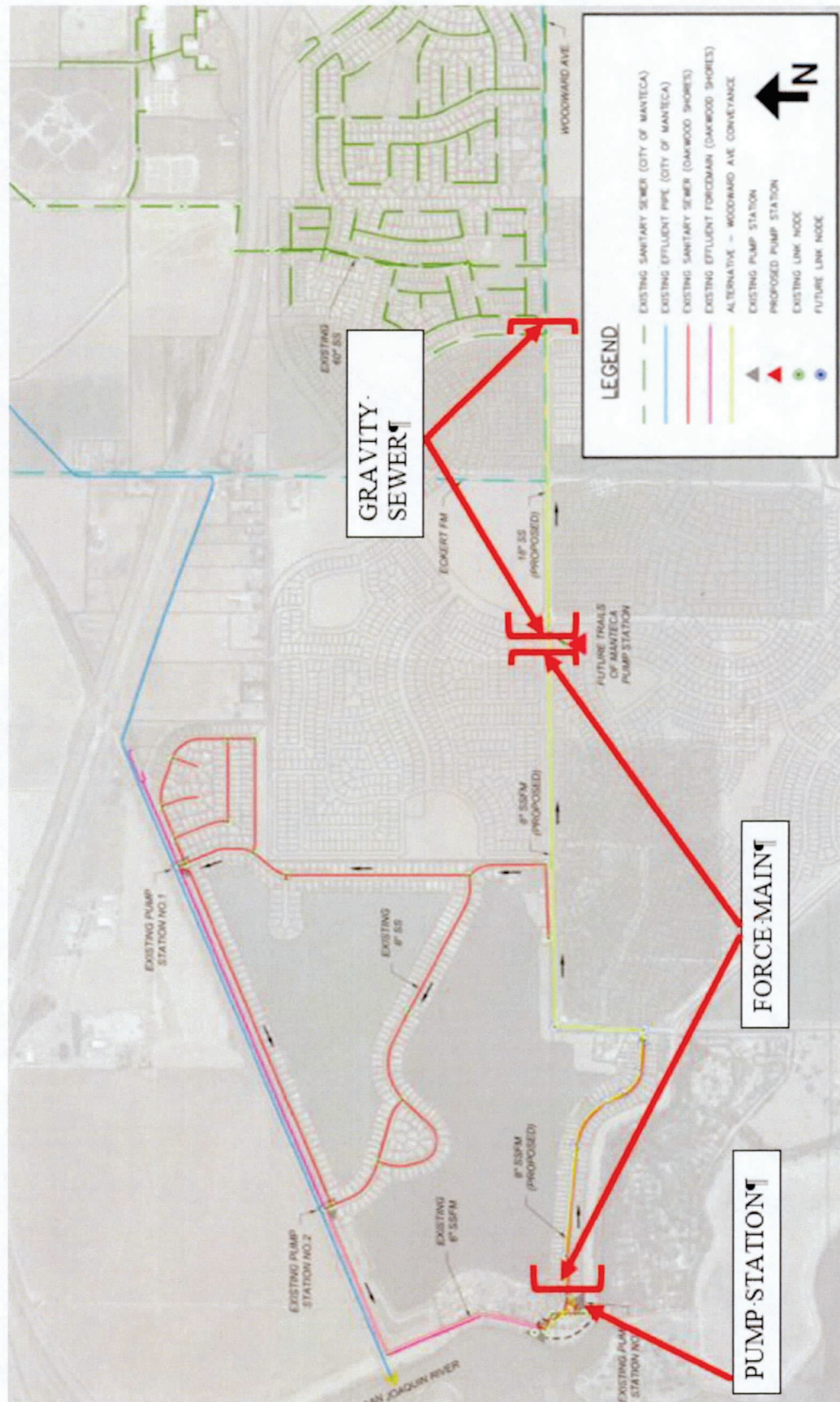
  
John Brinton, City Attorney  
Date 4-25-2019

## **LIST OF EXHIBITS**

Exhibit A	Wastewater Facilities
Exhibit B	Stormwater Drainage Facilities
Exhibit C	Calculation of Zone 26 Public Facility Improvement Program Fees for Dual Use Facilities not Constructed by District
Exhibit D	Form of City Issued Encroachment Permit
Exhibit E	Treatment Property
Exhibit F	Oakwood Shores Owners Association Easement for Aplicella Court
Exhibit G	Calculation of Infiltration and Inflow Allowance

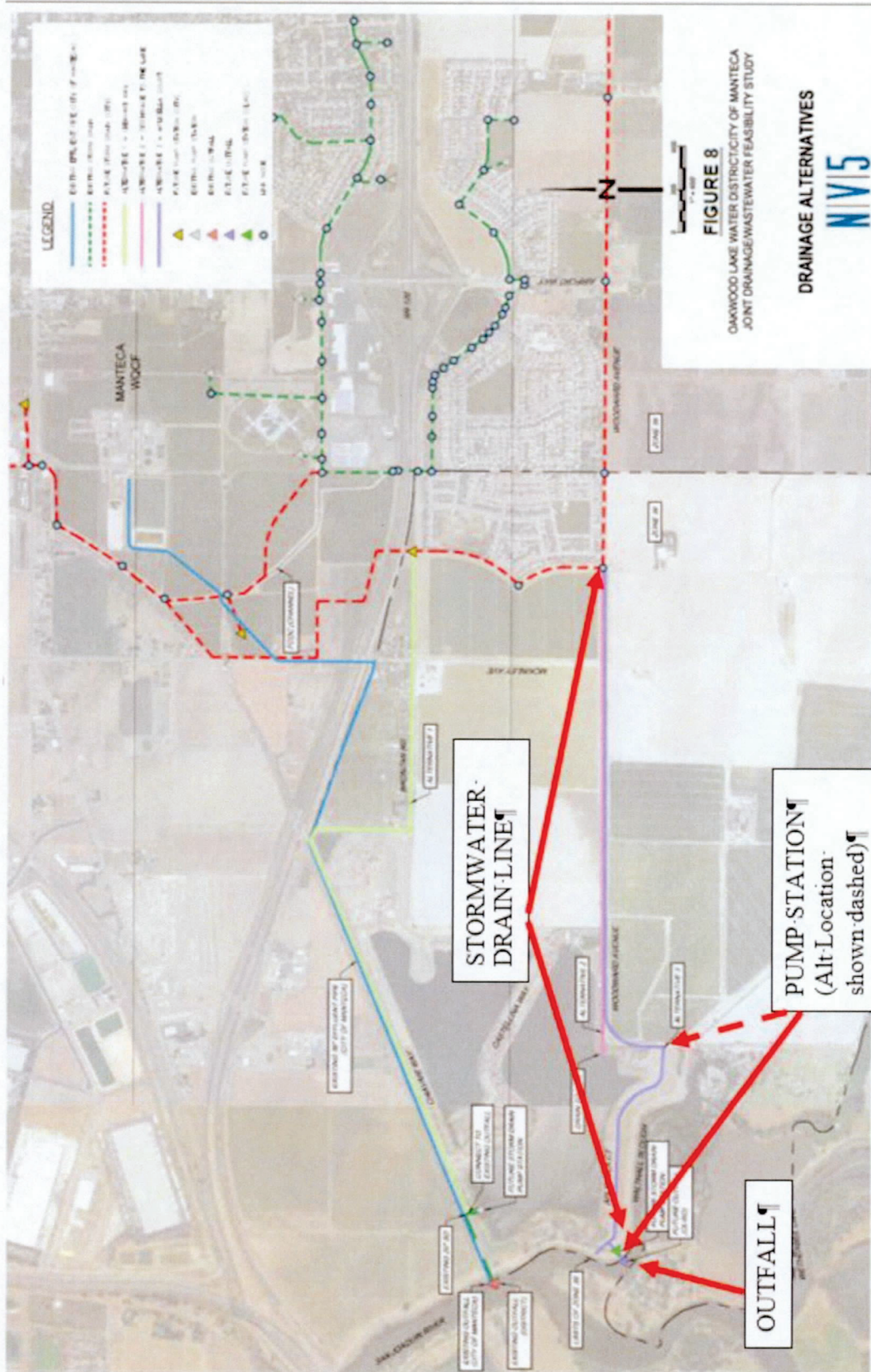


ATTACHMENT A  
WASTEWATER FACILITIES





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## ATTACHMENT C

### CALCULATION OF ZONE 26 PUBLIC FACILITY IMPROVEMENT PROGRAM FEES FOR DUAL USE FACILITIES NOT CONSTRUCTED BY DISTRICT

Table D2 Excerpts (Time of Adoption)					
No.	Project Description	Total Project Cost	Other Zone Cost Estimate	Zone 26 Cost Estimate	Comment
<b>Force Mains</b>					
	Force Main OSFM	\$ 276,000	\$ -	\$ 276,000	Built 100% by OLWD; Owned by OLWD; serves no one other than OLWD; no reimbursement
	8% Force Main Soft Costs	\$ 22,080	\$ -	\$ 22,080	
<b>Gravity Pipelines</b>					
	Link 1	\$ 1,135,000	\$ 1,089,600	\$ 45,400	PFIP Component
	Link 2	\$ 770,000	\$ 739,200	\$ 30,800	PFIP Component
	Link 3	\$ 1,471,000	\$ 1,412,160	\$ 58,840	PFIP Component
	Link 33	\$ 924,000	\$ 674,520	\$ 249,480	Built by Oakwood; owned by City; serves other than OLWD; OLWD reimbursement; oversizing is 73% of total
	Link 4	\$ 764,000	\$ 733,440	\$ 30,560	PFIP Component
	Link 5	\$ 2,987,000	\$ 2,867,520	\$ 119,480	PFIP Component
	8% Gravity Soft Costs	\$ 644,080	\$ 601,315	\$ 42,765	
<b>Pump/Lift Stations</b>					
	Tara Park Stage 1	\$ 100,000	\$ 92,000	\$ 8,000	PFIP Component
	Tara Park Stage 2	\$ 100,000	\$ 92,000	\$ 8,000	PFIP Component
	Oakwood Shores Pump Station	\$ 780,000	\$ -	\$ 780,000	Built 100% by OLWD; Owned by OLWD; serves no one other than OLWD; no reimbursement
	12% PS Soft Costs	\$ 117,600	\$ 22,080	\$ 95,520	
<b>TOTAL COSTS</b>		\$ 10,090,760	\$ 8,323,835	\$ 1,766,925	
<b>Summary Breakdown</b>					
	Equitable PFIP Component	\$ 7,921,160	\$ 7,595,354	\$ 325,806	18%
	OLWD Sole Use Facilities	\$ 1,171,680	\$ -	\$ 1,171,680	66%
	Oversized by OLWD	\$ 997,920	\$ 728,482	\$ 269,438	15%
<b>Table D-1.1 Excerpts</b>					
		Time of Adoption	Current	Increase	
	HDR PFIP Fee	\$ 780	\$ 930	19.2%	
	LDR PFIP Fee	\$ 1,067	\$ 1,271	19.1%	
<b>Adjusted D-1.1 for Equitable Component (18%)</b>					
	HDR PFIP Fee	\$ 144	\$ 171	19.2%	
	LDR PFIP Fee	\$ 197	\$ 234	19.1%	
<b>CONCLUSION</b>					
	PFIP payment to be \$171 and \$234				
	No PFIP for sole use facilities paid for and owned by OLWD				
	Reimbursement through PFIP for Link 33				

Source: Table D2 from City of Manteca 2013 Public Facilities Improvement Plan Update



**ATTACHMENT D**  
**FORM OF CITY ISSUED ENCROACHMENT PERMIT**



PERMIT NUMBER: \_\_\_\_\_

**CITY OF MANTECA**

**ENCROACHMENT PERMIT FORM**

Mailing Address:  
Community Development Department  
1001 W. Center St., Suite. C  
Manteca, CA 95337

Phone : (209) 456-8580  
Email : engpermits@ci.manteca.ca.us

**COMPLETE ITEMS 1 THOROUGH 5 AND WRITE INITIALS ON PAGE 2**

**1. PROJECT INFORMATION**

Project Name : \_\_\_\_\_  
Address or APN : \_\_\_\_\_  
Project Location : \_\_\_\_\_

**2. PERMITTEE INFORMATION**

Contractor Name : \_\_\_\_\_  
Phone : \_\_\_\_\_  
E-mail : \_\_\_\_\_  
License Number : \_\_\_\_\_  
Business Address : \_\_\_\_\_

**3. SCOPE OF WORK**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. WORK DETAILS**

Tentative Start Date : \_\_\_\_\_  
Tentative End Date : \_\_\_\_\_  
Total Working days requested : \_\_\_\_\_

☐ TRENCH

Total Length(s) (ft): \_\_\_\_\_

Maximum Depth(s) (ft): \_\_\_\_\_

☐ CURB/GUTTER/SIDEWALK REPAIR

Total Repair Length (ft): \_\_\_\_\_

**5. PERMITTEE'S SIGNATURE**

Please read this permit carefully. Keep at the work site. To arrange for an inspection, call (209) 639-5964 or (209) 923-0528 at least 48 hours prior to construction.

This permit is to be strictly construed and no work, other than that specifically mentioned in this permit, is hereby authorized.

X \_\_\_\_\_  
PERMITTEE'S SIGNATURE DATE

**A. FOR CITY USE ONLY**

APPROVED (Yes/No)

License \_\_\_\_\_  
Insurance \_\_\_\_\_  
Traffic Control Plan \_\_\_\_\_  
Monument Preservation \_\_\_\_\_  
Moratorium \_\_\_\_\_  
General Provisions/City Notes \_\_\_\_\_  
Microsurfacing/Cape Seal Required? \_\_\_\_\_  
Fee Required \$ \_\_\_\_\_

ENGINEERING DEPT.

X \_\_\_\_\_  
RECOMMENDED FOR APPROVAL DATE

WORK COMPLETED

X \_\_\_\_\_  
INSPECTOR DATE

Permit Not Valid Unless Executed by the City Engineer or an authorized agent.

**NOTES**



## GENERAL PROVISIONS

(Please Initial this Page)

1. All construction shall conform to the requirements of Section 12 of the Manteca Municipal code and the City of Manteca Standard Plans and Specifications and the current edition of the California Department of Transportation Standard specifications.
2. Traffic Control shall conform to the provisions of Section 12.04.110 of the Municipal Code. Streets shall not be closed to traffic unless otherwise authorized by this permit.
3. The permittee shall be responsible to notify and obtain necessary permits from all utility companies and other agencies.
4. Trench safety has not been checked and is not implied with this permit. For permit to excavate contact:  

California Division of Industrial Safety  
31 E. Channel Street  
Stockton, CA 95202  
Phone: (209) 948-7762
5. Upon demand, the permittee shall provide test results showing that compaction and/or material requirements have been met. Compliance shall be certified by a testing laboratory acceptable to the Director of Public Works.
6. Any pavement section which is removed or damaged shall be replaced with a minimum of 2 1/2" asphalt concrete and 6" aggregate base, but in no case shall the replacement be less than the existing structural section.
7. Permittee agrees to repair, in a manner satisfactory to the City of Manteca, any damage caused to the streets.
8. The permittee shall clean up the job site within three (3) days of completion of work.
9. If the provisions of this permit are not complied with, the City reserves the right to do any and all work necessary to bring the street to an acceptable condition. The cost of this work will be charged to the permittee.
10. In the event future improvement of the streets necessitates relocation of this encroachment, the permittee will relocate same at their sole expense within five (5) working days upon receiving written notice from the City.
11. The permittee agrees by the acceptance of this permit to exercise reasonable care to properly maintain any encroachment placed.

PERMIT NUMBER: \_\_\_\_\_

12. Liability for Damages: The permittee is responsible and liable for personal injury or property damage which may arise out of the work herein permitted or which may arise out of failure on the permittee's part to perform their obligation under this permit in respect to maintenance. If any claim for such injury or damage is made against the City of Manteca or any department, office, or employee thereof, permittee shall defend, indemnify, and hold them and each of them harmless from such claim.
13. Trenches shall not be left open overnight without prior written approval.
14. It shall be the permittee's responsibility to contact the Construction Inspector, prior to beginning work, to determine at which points, during the construction, inspections must be called for prior to continuing with the work.
15. A certificate of insurance shall be required for general and automobile liability in the amount of \$1,000,000/each naming THE CITY OF MANTECA, ELECTED OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS AS INSURED. The certificates of insurance shall be on City provided forms as prescribed in Appendix A, City of Manteca Insurance Requirements for Contractors.
16. New service connections shall conform to the City of Manteca Standard Specifications Section 99 and City of Manteca Standard Details.
17. Contractor shall have all restoration finished and all Traffic Control Devices (TCD) properly removed within two weeks after work is completed, or before the Tentative End Date, whichever comes first. In the event that restoration and TCD removal is incomplete within the before mentioned timing, the Contractor shall re-apply for an extension with a revised encroachment permit, traffic control plan, and additional fees for the extended duration.

Permittee's Initials: \_\_\_\_\_







ATTACHMENT F  
FORM OF OAKWOOD SHORES OWNERS ASSOCIATION EASEMENT  
FOR APLICELLA COURT

**EASEMENT OPTION AGREEMENT**

This Easement Option Agreement ("**Agreement**") is entered into as of \_\_\_\_\_, 2019 (the "**Effective Date**"), by and between Oakwood Shores Owner's Association, a California Domestic Nonprofit Corporation, having an address at \_\_\_\_\_ ("**Optionor**"), and City of Manteca, a public body, corporate and politic, having an address at 1001 W. Center Street, Manteca, CA 95337, or its assignee ("**Optionee**"). A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

**RECITALS**

A. Optionor is the owner of that certain real property located in San Joaquin County, California, Assessor's Parcel Number 241-74-026 as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "**Property**").

B. Optionor desires to grant to Optionee an option to purchase a subsurface pipeline easement under a portion of the Property (the "**Easement Area**") as generally depicted on Exhibit A-2, it being understood that such depiction is an estimate of the Easement Area only, and the final legal description for the Easement Area shall be attached to the Pipeline Easement Agreement attached hereto as Exhibit B and incorporated herein by this reference (the "**Easement**").

C. This Agreement sets forth the terms and conditions pursuant to which Optionor has agreed to grant the option to Optionee.

**AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Grant of Option; Option Period; Exercise of Option. Optionor hereby grants to Optionee, commencing on the Effective Date and, unless sooner exercised or terminated in accordance with this Agreement, expiring at 5:00 p.m. California time on April 30, 2029, the "**Option Period**", the exclusive and irrevocable right and option ("**Option**") to purchase a subsurface pipeline easement under a portion of the Property as described in the Easement. The Option may be exercised by Optionee, in Optionee's sole and absolute discretion, at any time during the Option Period by Optionee delivering to Optionor written notice of its election to exercise the Option.

2. Option Payment. As consideration for the Option, Optionee shall make a non-refundable payment to Optionor in the amount of One Hundred and 00/100 Dollars (\$100.00) (the "**Option Payment**"), within thirty (30) days after the date that this Agreement is mutually executed and delivered by both Optionor and Optionee.

The Option Payment shall be credited toward the Purchase Price for the Easement.

3. Purchase Price. The purchase price for the Easement shall be fifteen thousand one hundred forty and 00/100 Dollars (\$15,140.00) payable by Optionee in cash or check (minus the amount of the Option Payment).



4. Feasibility Review of Property. Optionor agrees to allow the Optionee during the Option Period to enter the Property with 72 hours' advance notice to Optionor for planning and design activities and to conduct such studies and investigations on the Property as Optionee determines are necessary or desirable for Optionee's intended purpose, provided that no soils testing shall occur without the Optionor's prior written consent, which shall not be unreasonably withheld. Optionee shall return the Property to substantially the condition it was in prior to any such studies or investigations.

Optionee shall indemnify Optionor against any claim, loss, liability, cost or expense, including attorney's fees, arising by reason of or relating to such studies and investigations on the Property or any part thereof during the Option Period, provided that no indemnification shall be required with respect to any pre-existing conditions with respect to the Property or losses or liabilities arising by reason of negligence of Optionor, its agents, and employees. All permitted studies and investigations required herein shall be procured by Optionee at Optionee's expense during the Option Period and results therefrom shall not affect or precipitate a refund of the option payments previously paid to Optionor.

5. Memorandum of Option. Concurrent with the execution of this Agreement, Optionor shall execute, acknowledge and deliver to Optionee an original memorandum of option in the form of Exhibit C attached hereto (the "**Memorandum of Option**"). Optionor hereby authorizes Optionee to immediately record the Memorandum of Option in the official records of San Joaquin County, California.

6. Notices. All notices and other communications required, permitted or desired to be given hereunder must be in writing, properly addressed as set forth below, and sent by U.S. mail, registered or certified, return receipt requested, or courier service, with all postage or charges fully prepaid or delivered by hand. Date of service by U.S. mail, courier service or hand delivery is the date on which notice is confirmed as received by the addressee. If the date of service falls on a weekend or holiday, then service is considered to be given on the next business day. Optionor and Optionee may change its address by notifying the other Party in writing.

If to Optionee:

Lisa Blackmon, City Clerk  
City of Manteca  
1001 W. Center Street  
Manteca, CA 95337

If to Optionor:

Oakwood Shores Owner's Association  
315 Diablo Road, #221  
Danville, CA 94526

7. As-Is. Optionor makes no representations or warranties of any kind, and hereby specifically disclaims any warranty or representation, oral or written, concerning the Property. Any materials furnished to Optionee by Optionor under this Agreement are provided as an accommodation to Optionee, and are delivered without warranty, express or implied.

8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Parties. All prior written and oral communications,



including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

9. Amendments. This Agreement may be amended only by a written document executed by both Parties and approved as to form by the respective legal counsels.

10. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

11. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

12. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

13. Mediation. In the event of a dispute between the Parties in the interpretation of any provision of this Agreement or of the performance of either party expressly or impliedly required hereunder, prior to instituting any legal proceeding or action, the party claiming dispute shall notify the other party in writing of the nature of said dispute and request a meeting to confer regarding resolution thereof. The Parties shall meet and confer within ten (10) days of the date of said notice and shall endeavor in good faith to resolve the dispute by agreement or they may provide, by written mutual agreement, for the dispute to be resolved through mediation. Any such agreement shall specify the mediator to be used. If the Parties desire to resolve the dispute through mediation but are unable to agree upon a mediator, the dispute shall be submitted to the Superior Court to select a mediator. The cost of mediation shall be shared equally by the Parties. If the Parties do not agree to mediation, or agreement or resolution through mediation cannot be achieved within one hundred and twenty (120) days from the date that the mediator has been determined, the Parties may enforce their respective rights as they shall individually or collectively determine consistent with the laws of the State of California. Any legal action against the other Party shall be filed in the San Joaquin County Superior Court.

14. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy has been signed by both Parties.

15. Authority to Enter Agreement. Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each Party.

16. Miscellaneous.

(a) Section headings contained herein are included solely for convenience of reference and shall in no way affect the construction of this Agreement.

(b) Time is of the essence of this Agreement.



TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**OAKWOOD SHORES OWNER'S  
ASSOCIATION :**

\_\_\_\_\_  
*(Signature)*

Tim Ogden, City Manager

**ATTEST:**

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

*(Signature)*

\_\_\_\_\_  
*(Signature)*

Lisa Blackmon, City Clerk

\_\_\_\_\_  
*(Type name and title)*

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

*(Signature)*

**COUNTERSIGNED:**

\_\_\_\_\_  
*(Type name and title)*

\_\_\_\_\_  
*(Signature)*

Jeri Tejada, Finance Director

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**COUNTERSIGNED:**

\_\_\_\_\_  
*(Signature)*

Jeri Tejada, Interim Director of Risk Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*(Signature)*

John Brinton, City Attorney



---

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN  
TO:**

City of Manteca  
1001 W. Center Street  
Manteca, CA 95337  
Attention: Lisa Blackmon, City Clerk

---

*(Space above this line for Recorder's use)*

San Joaquin County APN: 241-74-026

**PIPELINE EASEMENT AGREEMENT**

THIS PIPELINE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Oakwood Shores Owner's Association, a California Domestic Nonprofit Corporation, having an address at \_\_\_\_\_ ("**Grantor**"), and City of Manteca, a public body, corporate and politic, having an address at 1001 W. Center Street, Manteca, CA 95337, or its assignee ("**Grantee**"). A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

**RECITALS**

A. Grantor owns that certain real property located in the County of San Joaquin, State of California, more particularly described on Exhibit "A" attached hereto (the "**Grantor Property**").

B. Grantee desires to receive, and Grantor is willing to grant, a perpetual non-exclusive subsurface easement, as further defined below, under the portion of the Grantor Property more particularly described on Exhibit "B" attached hereto (the "**Easement Area**") in accordance with the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Effective upon the recordation of this Agreement in the Official Records of San Joaquin County California (the "**Official Records**"), Grantor hereby grants to Grantee a perpetual non-exclusive subsurface easement (the "**Easement**"), in, on, over and under the Easement Area, for the sole and exclusive purpose of constructing, removing, repairing, maintaining, operating and using, a subsurface pipeline, for the transmission storm water, together with necessary and proper fittings, in accordance with the terms and conditions set forth herein. Notwithstanding the otherwise subsurface nature of the Easement, Grantor further hereby grants to Grantee:



a. the right of surface ingress and egress over and across said Easement Area and to and from the Easement Area over and across the Grantor Property, by such route as shall occasion the least practicable damage and inconvenience to Grantor, to be exercised only for emergency repairs of the subsurface pipeline when needed; and

b. the right to access the Property as reasonably necessary to mark the location of said Easement Area by suitable markers set in the ground; provided that said markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said Easement Area.

2. Grantee Covenants.

a. *Initial Construction of Underground Pipeline.* Initial construction of the underground pipeline shall occur during a period not to exceed twenty weeks. Grantee shall provide Grantor with at least thirty (30) days' prior written notice before commencing such construction activities.

b. *Repairs.* Grantee shall be responsible, at Grantee's sole cost and expense, for repairing any damage to the Grantor Property or Easement Area resulting from Grantee's use of the Easement. After Grantee completes the initial construction and installation of the subsurface pipeline, Grantee shall, at Grantee's sole cost and expense reconstruct the street and all appurtenances affected by the construction.

c. *Indemnity.* Grantee hereby covenants and agrees to indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights herein granted, or by an wrongful or negligent act or omission of Grantee or of its assignees, agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

d. *Insurance.* At all times during which Grantee is conducting any activities on the Property, Grantee shall, at its own cost and expense, obtain and maintain in effect Commercial General Liability insurance, including bodily injury and property damage coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and naming Grantor as an additional insured. Grantee shall upon reasonable written request provide to Grantor a certificate evidencing such coverage.

3. Reserved Rights. Grantor reserves the right to use the Easement Area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, that Grantor shall not erect nor construct any building or other structure, nor drill nor operate any well, nor construct any obstruction within the Easement Area, nor diminish or substantially add to the ground cover over said facilities.

4. Successors and Assigns; Covenants Running with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs, administrators and assigns, and shall run with the land in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code. Grantee



shall have the right to assign its rights under this Agreement without obtaining the approval or consent of Grantor.

5. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

6. Amendments. This Agreement may be amended only by a written document executed by both Parties and approved as to form by the respective legal counsels.

7. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

8. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

9. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

10. Mediation. In the event of a dispute between the Parties in the interpretation of any provision of this Agreement or of the performance of either party expressly or impliedly required hereunder, prior to instituting any legal proceeding or action, the party claiming dispute shall notify the other party in writing of the nature of said dispute and request a meeting to confer regarding resolution thereof. The Parties shall meet and confer within ten (10) days of the date of said notice and shall endeavor in good faith to resolve the dispute by agreement or they may provide, by written mutual agreement, for the dispute to be resolved through mediation. Any such agreement shall specify the mediator to be used. If the Parties desire to resolve the dispute through mediation but are unable to agree upon a mediator, the dispute shall be submitted to the Superior Court to select a mediator. The cost of mediation shall be shared equally by the Parties. If the Parties do not agree to mediation, or agreement or resolution through mediation cannot be achieved within one hundred and twenty (120) days from the date that the mediator has been determined, the Parties may enforce their respective rights as they shall individually or collectively determine consistent with the laws of the State of California. Any legal action against the other Party shall be filed in the San Joaquin County Superior Court.

11. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy has been signed by both Parties.

12. Authority to Enter Agreement. Each Party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each Party.

13. Miscellaneous.

(a) Section headings contained herein are included solely for convenience of reference and shall in no way affect the construction of this Agreement.

14. Notices. All notices and other communications required, permitted or desired to be given hereunder must be in writing, properly addressed as set forth below, and sent by U.S. mail, registered or certified, return receipt requested, or courier service, with all postage or charges fully prepaid or delivered by hand. Date of service by U.S. mail, courier service or hand



delivery is the date on which notice is confirmed as received by the addressee. If the date of service falls on a weekend or holiday, then service is considered to be given on the next business day. Optionor and Optionee may change its address by notifying the other Party in writing.

If to Optionee:

Lisa Blackmon, City Clerk  
City of Manteca  
1001 W. Center Street  
Manteca, CA 95337

If to Optionor:

Oakwood Shores Owner's Association  
315 Diablo Road, #221  
Danville, CA 94526

15. Further Assurances. Grantor and Grantee shall execute and deliver all additional papers, documents and other assurances, and shall do such acts and things reasonably necessary, in connection with the performance of their obligations hereunder to carry out the intent of this Agreement, including as reasonably required by the County of San Joaquin.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

**CITY OF MANTECA:**

**OAKWOOD SHORES OWNER'S  
ASSOCIATION :**

\_\_\_\_\_  
(Signature)

Tim Ogden, City Manager

**ATTEST:**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Lisa Blackmon, City Clerk

\_\_\_\_\_  
(Type name and title)

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

\_\_\_\_\_  
(Signature)

**COUNTERSIGNED:**

\_\_\_\_\_  
(Type name and title)

\_\_\_\_\_  
(Signature)

Jeri Tejada, Finance Director

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

Jeri Tejada, Interim Director of Risk Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Signature)

John Brinton, City Attorney



**ATTACHMENT G**  
**CALCULATION OF INFILTRATION AND INFLOW ALLOWANCE**

<b>Land Use</b>	<b>Wastewater Generation Rate (gallon / day)</b>	<b>Number of Units</b>	<b>I/I Allowance</b>
Low Density Residential – Pre 2013	265	89	23,585 gpd
Low Density Residential – Post 2013	160	347	55,520 gpd
High Density Units Pre-2013	189	57	10,773 gpd
High Density Units – Post 2013	117	0	0 gpd
	<b>TOTAL</b>	<b>493</b>	<b>89,878 gpd</b>
		<b>32,805,470 gallons per year</b>	

*Source: Table 3-1 of the City's January 2013 Wastewater Collection System Master Plan*

**AMENDMENT NO. 1 TO THE  
WASTEWATER SERVICES AGREEMENT  
BETWEEN OAKWOOD LAKE WATER DISTRICT  
AND  
THE CITY OF MANTECA**

This Amendment No 1 to the Wastewater Services Agreement (“Amendment No 1”) between the Oakwood Lake Water District (“District”), a California Water District (California Water Code section 35000 et seq.) located in the County of San Joaquin, California (the “County”), and the City of Manteca, California (“City”), a public body, corporate and politic, is entered into as of March 29<sup>th</sup>, <sup>2021</sup>~~2020~~. A signatory to this Amendment No. 1 may be referred to herein as a Party, and collectively each Party may be referred to as the Parties.

**RECITALS:**

WHEREAS, on May 9, 2019, the District and the City entered into a Wastewater Services Agreement (the “Agreement”), and the stated purpose of the Agreement is to address the wastewater treatment and disposal needs of the District and the stormwater drainage and disposal needs of the City, in a manner that is environmentally sound and mutually cost effective for both Parties; and

WHEREAS, the Agreement states the District’s near term desire to obtain wastewater treatment and disposal services from the City for current and future users within the District via a connection to the City’s wastewater collection system with treatment occurring at the City’s existing Wastewater Quality Control Facility (“WQCF”) as that facility may from time to time be modified or expanded and wastewater disposal occurring via the City’s existing wastewater outfall to the San Joaquin River as that outfall may from time to time be modified or expanded; and

WHEREAS, the Agreement states the City’s desire to implement a surface stormwater drainage solution for certain areas of the City via facilities connecting to the San Joaquin River using land and existing infrastructure owned by the District; and

WHEREAS, neither the purpose of the Agreement nor the desires of either party have changed; and

WHEREAS, as a result of detailed design of the wastewater infrastructure identified in the Agreement has been reconfigured to the mutual benefit of the District and the City; and

WHEREAS, the Parties desire to amend the Agreement to identify and agree to the reconfigured wastewater infrastructure and to modify certain financial provisions of the Agreement to equitably conform to the reconfigured wastewater infrastructure; and

WHEREAS, the Parties, at this time do not desire to make changes to the stormwater drainage aspects of the Agreement; and

WHEREAS, however, the District will need to amend the agreement it has entered into with Oakwood LT Ventures II in order to fulfill its obligations under this Amendment No. 1 and this Amendment No. 1 is expressly contingent on execution of that amendment.

**NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

- 1. INCORPORATION OF RECITALS.** The above Recitals are true and correct and are made a part hereof.
- 2. CONTINGENT APPROVAL** This Amendment No. 1 is contingent upon the execution of Amendment No. 5 to the Agreement between the District and Oakwood LT Ventures II addressing the issues covered herein.
- 3. EFFECTIVE DATE.** The Effective Date of this Amendment No. 1 ("Effective Date") shall be the later of:
  - a. The date first written above; or
  - b. The effective date of the amended agreement between the District and Oakwood LT Venture's II addressing the issues covered by this Amendment No. 1.
- 4. PURPOSE.** The purpose of this Amendment No. 1 is to address the reconfigured wastewater infrastructure designed by the District and approved by the City and to modify certain financial provisions of the Agreement to equitably conform to the reconfigured wastewater infrastructure.
- 5. FACILITIES.**
  - a. Revisions to Gravity Sewer. Section 5(a)(ii) , "Gravity Sewer," of the Agreement shall be deleted in its entirety and replaced with the following:

“Gravity Sewer. From that manhole, a new 21-inch gravity sewer line of approximately 2,800 linear feet has been constructed by others at the direction of the City, and in accordance with City standards, in an alignment that is in a future public street located parallel to and immediately south of West Woodward Avenue to a connection with an existing City 30-inch trunk sewer at the intersection of West Woodward Avenue and South McKinley Avenue. The new sewer line has been sized to accommodate flows from, and in operation be shared by, the District and other City projects in the general vicinity. The Parties agree that the Gravity Sewer is the facility designated as “Link 33” in the City’s PFIP.”

- b. Other Facilities – There are no changes to Section 5 of the Agreement.

## **6. OBLIGATIONS OF THE PARTIES REGARDING THE FACILITIES.**

- a. Revisions to Wastewater Facilities. Section 6(a) , “Wastewater Facilities,” of the Agreement shall be deleted in its entirety and replaced with the following:

“Wastewater Facilities . The District shall be responsible to plan, design, acquire, install and construct all Wastewater Facilities excepting the Gravity Sewer. The District shall design and construct all Wastewater Facilities that will be not be conveyed to the City in accordance with City Standards and Specifications for construction of pipelines in City streets. The City shall design and have constructed the Gravity Sewer in accordance with City Standards and Specifications for construction of pipelines in City streets.”

- b. Revisions to Dedication and Acceptance of Gravity Sewer. Section 6(f) , “Dedication and Acceptance of Gravity Sewer,” of the Agreement shall be deleted in its entirety.

- c. Revisions to Operation of Facilities. Section 6(g) , “Operation of Facilities,” of the Agreement shall be deleted in its entirety and replaced with the following:

“The District shall own, operate and maintain all District Facilities excepting the Gravity Sewer. The City shall own, operate and maintain all City Facilities, including the Gravity Sewer.”

- d. Revisions to Funding of Facilities Costs. Section 6(h) , “Funding of Facility Costs,” of the Agreement shall be deleted in its entirety and replaced with the following:



“Financing of Facility Costs . The District shall provide the financing for the costs of the Wastewater Facilities except for the Gravity Sewer. The City shall provide the financing for the costs of the Gravity Sewer subject to the reimbursements by the District in this Amendment No 1. The City shall provide the financing for the costs of the Stormwater Drainage Facilities.”

- e. There are no changes to any other provisions of Section 6 of the Agreement.

**7. PUBLIC FACILITIES IMPLEMENTATION PLAN (“PFIP”)**

- a. Revisions to Dual Use Facilities Constructed by the District. Section 7(b), “Dual Use Facilities Constructed by the District,” of the Agreement shall be deleted in its entirety and replaced with the following.

“Dual Use Facilities Constructed by the City . The Gravity Sewer (Link 33 in the PFIP) is included in the City’s PFIP and shall be subject to the PFIP’s rules and regulations for any reimbursements by the District to the City. In accordance with the PFIP rules and regulations, the District shall reimburse the City twenty-seven percent (27%) of the cost of construction of these Dual Use Facilities constructed by the City as such cost of construction is defined by the PFIP. The maximum reimbursement by the District to the City shall be twenty seven percent (27%) of \$916,000 or \$247,320. Reimbursements shall be made by the District within thirty (30) days after the end of each calendar quarter commencing with the calendar quarter ending on March 31, 2021, at the rate of \$4,497 for each new home which closed escrow during the calendar quarter until the maximum reimbursement by the District to the City is satisfied. As of the Effective Date of Amendment No. 1, there are fifty -five (55) homes that have not closed escrow. This represents buildout of the currently approved development in the District’s service area.”

- b. There are no changes to any other provisions of Section 7 of the Agreement.

- 8. ALL OTHER TERMS REMAIN EFFECTIVE,** Except as expressly modified by or set forth in this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first written above.

**OAKWOOD LAKE WATER DISTRICT,**  
A public entity in the county of  
San Joaquin, California

**CITY OF MANTECA**

By Bert Michalczyk  
Bert Michalczyk, District Engineer

By Lisa Blackmon  
Miranda Lutzow, City Manager  
Lisa Blackmon Acting

Date: January 23, 2021

Date: 3.25.21

ATTEST:

Jean Knight  
Jean Knight, District Secretary

Jan 23, 2021  
Date: \_\_\_\_\_

ATTEST:

Cassandra Candini-Tilton  
Cassandra Candini-Tilton, Interim City Clerk

Date 3.29.2021

APPROVED AS TO FORM:

Douglas E. Coty  
Douglas E. Coty (Jan 28, 2021 5:419 PST)  
Douglas E. Coty, General Counsel

Jan 23, 2021  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Brendan Kearns  
Brendan Kearns, Interim City Attorney

Date March 1, 2021

**ORIGINAL**

**AMENDMENT TO AGREEMENT DATED MARCH 5, 1984 BETWEEN LATHROP  
COUNTY WATER DISTRICT AND THE CITY OF MANTECA CONCERNING WASTE  
WATER TREATMENT**

**RECITALS**

WHEREAS the City of Manteca owns and operates a Waste Water Treatment Facility in the City of Manteca ("Manteca"); and

WHEREAS the former Lathrop County Water District (the "District") acquired certain capacity rights in the Manteca Wastewater Quality Control Facilities under an agreement (the "Agreement"), dated March 5, 1984 between the District and Manteca; and

WHEREAS District and Manteca provided in said Agreement that Manteca would be paid for treatment and processing District effluent according to a formula set forth in the Agreement; and

WHEREAS the City of Lathrop ("Lathrop") incorporated on July 1, 1989 and succeeded to all rights of District made under the Agreement; and

WHEREAS a dispute has arisen between Manteca and Lathrop as to a correct interpretation of the Agreement and sums claimed by Manteca for the treatment of Lathrop effluent; and

WHEREAS the parties, Manteca and Lathrop, desire to modify and amend the Agreement to address the concerns that have arisen under the Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The Agreement dated March 5, 1984 between the City of Manteca and the Lathrop County Water District shall be amended in the following particulars only.
2. All references in the Agreement to Lathrop County Water District shall mean the City of Lathrop.
3. All charges by Manteca for the treating and processing of effluent from Lathrop shall not be considered "rates" and shall not be subject to any law related to rate setting but rather shall at all times be considered charges agreed to by the parties and subject to change pursuant to the provisions of this Amendment only.

4. Section IV. Permitted Capacity Rights. Manteca shall guarantee to Lathrop the right to deliver raw sewage for treatment and disposal up to peak flow rate and average flow rate as indicated below:

<u>Current &amp; Projected Total WQCF Loads</u>					
Phase	ADWF	BOD		SS	
	MGD	lbs/day	mg/L	lbs/day	mg/L
Current	6.95	18490	319	15302	264
Sch.A	7.50	19391	310	19703	315
Phase 3	9.87	25518	310	25929	315
Build Out	25.00	64635	310	65678	315

<u>Lathrop Wastewater Capacity Rights</u>				
	ADWF(MGD)	PWWF(MGD)	BOD5(lbs)	SS(lbs)
Existing	1.022	1.635	2718	2249
Schedule "A"	1.103	1.764	2850	2896
Phase III	1.451	2.321	3751	3812
Build Out	3.675	5.880	9501	9655

ADWF means Average dry weather flow in MGD cumulative flows. PWWF means Peak wet weather flow. BOD5 means 5 day Bio-chemical oxygen demand in pounds per day and SS means Total Suspended Solids in pounds per day. These rights set forth in table above shall be subject to adjustment in the event that actual treatment capacity increases or decreases.

5. Section V. Maintenance and Operation and Replacement; subsection "B.1. District Share of Costs" is amended to read as follows:

B.1. City of Lathrop Share of Costs.

Lathrop's share of Costs shall include a share of maintenance and operation expenses as set forth herein plus a fixed percentage for depreciation/capital replacement and a fixed Administrative Fee.

Maintenance and operation costs shall mean and include all items budgeted by Manteca as direct costs. Direct costs shall include the charges for all goods and services and personnel actually utilized, consumed or otherwise necessary for the proper operation and maintenance of the waste water treatment facility. Maintenance and operation costs shall not include billing, costs of support and maintaining Manteca's sanitary sewer and storm drain collection systems, capital



expansion costs, inter-departmental charges whether referred to as indirect costs, cost recovery charges or other similar name. All costs other than maintenance and operation costs and depreciation/capital replacement shall be recovered in the form of the flat Administrative Fee. Said Administrative Fee shall be fifteen percent (15%) of the maintenance and operation charges and depreciation/capital replacement.

Lathrop's share of depreciation/capital replacement shall not exceed 14.7% of the figure set aside by Manteca for total plant depreciation/capital replacement. Depreciation/capital replacement as used herein means the sum that Manteca allocates to the cost of the Waste Water Treatment Facility over its estimated useful life which figure the City of Manteca arrives at by taking the cost of the Waste Water Treatment Facility as shown on the City's Fixed Asset System and dividing said figure by the estimated useful life of the Facility. This figure is expressed as an annual amount and shown on the City's Comprehensive Annual Financial Report (CAFR). Provided, however, that Lathrop's contribution shall be reduced pro rata by the amount of depreciation/capital not actually set aside by Manteca.

6. Section V. Maintenance and Operation and Replacement; subsection "B.2. Determination" is amended to read as follows:

B.2. Determination

Maintenance and operation costs, depreciation/capital replacement and the Administrative Fee shall be determined by Manteca on a monthly basis. Lathrop shall pay to Manteca its proportionate share of said maintenance and operation costs in the same ratio as the ratio of flow, BODs and suspended solids emanating from Lathrop bears to the total flow, BODs, and suspended solids treated and disposed of during the billing period. ~~The proportionate cost breakdown attributed to flow, BODs, and suspended solids shall be defined in Manteca's revenue program as updated from time to time.~~ Manteca shall allocate and maintain the sum attributable to depreciation/capital replacement in a separate fund in the amounts calculated pursuant to Paragraph 4, supra.

Manteca shall provide Lathrop with an opportunity to present to Manteca either orally or in writing its comments, suggestions, and recommendations concerning the Capital Improvement Budget prior to its adoption by Manteca.

7. Section V. Maintenance and Operation and Replacement; subsection "B.4. Statement" is amended to read as follows:

#### B.4. Billing

Manteca shall submit to Lathrop a bill of the estimated charges for all maintenance, operation, depreciation/capital replacement and Administrative Fee monthly. Said bills shall be in sufficient detail to reasonably set forth the basis for the charges.

Lathrop shall pay to Manteca the estimates billed within thirty (30) days of receipt of the statement. Within one-hundred twenty (120) days of the end of Manteca's fiscal year Manteca shall provide Lathrop with a reconciliation statement which indicates the actual costs of maintenance, operation, plus depreciation/capital replacement actually collected and deposited in the separate fund created pursuant to Paragraph 5, supra, and the Administrative Fee, if Manteca is unable to provide to Lathrop with said actual costs within 120 days of the end of Manteca's fiscal year, and the parties have not agreed upon an extension of time to comply, then in that event, Manteca shall be assessed as penalty in the sum of 10% of the difference between the costs billed Lathrop and the actual costs shown on Manteca's reconciliation statement. If the amount of costs actually incurred by Manteca is less than the estimates billed and paid by Lathrop then Lathrop shall be credited with said overpayment and said overpayment shall be applied to the then current fiscal year charges. If the amount of the costs actually incurred by Manteca is more than previously billed to Lathrop then Lathrop shall pay said sums to Manteca within thirty (30) days of the mailing of said statement. In the event Lathrop disputes the amount set forth in the year-end statement Lathrop shall, prior to taking any action to determine the correctness of the statement, pay the undisputed amount to Manteca and notify Manteca in writing within thirty (30) days of the mailing of the year end statement of its reservation of rights to dispute the billing. The submittal of the final year-end statement and the payment thereof by Lathrop or the failure to dispute the correctness of the bills as provided herein shall conclusively establish the correctness of the charges. Failure to submit objections to any such billing within that time shall constitute a waiver by Lathrop of any objections to the billing. Failure to submit objections to payments received within that time shall constitute a waiver by Manteca of any obligations to the payment.

All unresolved disputes related to correctness of charges shall be submitted to binding arbitration before a single arbitrator agreed to by the parties. In the event the parties can not agree on an arbitrator then the court, upon petition by either party, shall select an arbitrator from lists of proposed arbitrators submitted by each party. Each party's list shall contain no more than three

(3) names. Arbitration shall be conducted in accordance with California Code of Civil Procedure Section 1282 et seq. The cost of arbitration shall be paid by the non-prevailing party as determined by the arbitrator.

Further in order to assist Lathrop in planning and preparation of its budget Manteca shall provide Lathrop an estimate of costs set forth in this section by March 15th of each year of this agreement.

The failure of Manteca to timely comply with any of the times set forth in this section shall not constitute a waiver of Lathrop's obligation to pay for the services or the right to receive any credit due.

8. Section B3. Extraordinary Costs shall be deleted in its entirety.

9. Section X is amended to read as follows:

Notices required or permitted hereunder shall be given in writing and served personally upon or mailed by first class mail to:

City Manager of Manteca

1001 w. Center Street

Manteca, California 95336

with a courtesy copy to:

City Attorney of Manteca

165 St. Dominic Drive, Suite 202

Manteca, California 95337

City Manager of Lathrop

16775 Howland Road

Lathrop, California 95330

with a courtesy copy to:

City Attorney of Lathrop

16775 Howland Road

Lathrop, California 95330

10. If any provision of the Agreement is in conflict with provisions of this Amendment then under those circumstances the provisions of this Amendment shall control.

11. Miscellaneous.

11.1 Counterparts. This Agreement may be executed in counterparts, and each of the counterparts may be considered an original document.

11.2 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter

hereof and may not be modified except by an instrument in writing signed by the party to be charged.

11.3 Construction and Survival of Provision. This Agreement has been prepared by Lathrop, Manteca, and their respective professional advisers and reviewed by each party and their respective professional advisers. Manteca and Lathrop and their respective professional advisers believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Lathrop or Manteca. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Manteca and Lathrop.

11.4 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

CITY OF MANTECA  
Dated: [Signature]  
Mayor

CITY OF LATHROP  
Dated: 8-27-02 [Signature]  
Mayor

ATTEST:

ATTEST:

Dated: 9/18/02 [Signature]  
City Clerk

Dated: 8-27-02 [Signature]  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dated: 8/13/2002 [Signature]  
City Attorney

Dated: 9/17/02 [Signature]  
City Attorney





# CITY OF MANTECA

CITY ATTORNEY

September 18, 2002

CITY OF LATHROP  
Office of the City Attorney  
Susan Burns Cochran, City Attorney  
16775 Howland Road, Suite One  
Lathrop, California 95330

RE: Amendment to Agreement Dated March 5,  
1984 Between Lathrop County Water District and the City of  
Manteca Concerning Waste Water Treatment

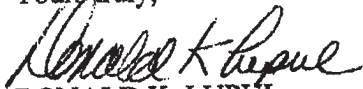
Dear Susan:

Enclosed herewith is a fully executed original of the Amendment to the Manteca/Lathrop Sewer Agreement. It is my understanding that you intend on immediately proceeding with the processing of Lathrop's check in the sum of \$799,763.65 which represents the agreed sum owing for the period from fiscal year 1999-2000 through March 2002. We request that you notify my office when the check is available so we can come to your office to pick it up.

If the check can not be made available within 7 (seven) days please let me know so that a formal Stipulation and Order can be prepared. I will be contacting you regarding the time frame for resolving the statute of limitation and the arrearages for pre-fiscal year 1999-2000 periods.

Thank you for your continued cooperation in this matter.

Yours truly,

  
DONALD K. LUPUL  
Assistant City Attorney

DKL:np  
enclosure(s)

APPENDIX D

# LIFT STATION INSPECTION CHECKLIST

# CITY OF MANTECA

## Collections Sewer Corrective

<b>ID</b>	092525-061	<b>Logged By</b>	Thomas Mannor	09/25/2025 12:01 AM	<b>Status</b>	Open	<b>Priority</b>	1
<b>Service Request</b>		<b>Priority Code</b>	6 Preventative		<b>Begin Date / Time</b>	<b>End Date / Time</b>		
		<b>Department</b>	Public Works -WQCF		10/01/2025 08:00 AM	10/01/2025 09:00 AM		
<b>Activity Description</b>		<b>Group</b>	Collections Sewer Preventive		<b>Due Date / Time</b>			
Clean & Inspect Sewer Wet Well								
<b>Location</b>	WW23 - GRIFFIN PARK SEWER STATION - 20572 TINNIN ROAD MANTECA, CA							
<b>Assigned To</b>								
<b>Description</b>	3M - Clean and Inspect Sewer lift Station Wet Well							

This Work Order is part of a recurring series from Work Order [071724-006]

### Notes

3M - Clean and Inspect Sewer lift Station Wet Well

### Sewer Line Daily Total

FT

### Sewer Hot Spot Daily Total

FT

### Foreman

### Crew

### Vehicle

### Contractor

### Resolution

### Conditions Upon Arrival

### Conditions Upon Departure

### Additional Notes

Total C.U. ft3 Removed =

### Linked Work Orders

ID	Activity Description
----	----------------------

### Document Attachments

Document Name	Document Type
---------------	---------------

Tasks				
Order	Completed	Description	Notes	DateCompleted
1	..	Always follow all City Safety Standards (LOTO, PPE)		
2	..	Clean and Inspect Sewer lift Station Wet Well		
3	..	Vacuum Grease and Debris Field from Wet Well		
4	..	Carefully Remove Transducer & Clean Transducer Stilling Well	Do Not Pressure wash Transducer	
5	..	Carefully Inspect Transducer Cable for Damage		
6	..	Carefully Remove Floats and Remove any Grease Build up		
7	..	Do Not Pressure Wash Floats		
8	..	Carefully Inspect Float Cables for Damage		
9	..	Carefully Re-Install Transducer & Floats		
10	..	Clean Area of all Maintenance Debris & Tools		
11	..	Secure Wet Well Hatches & Oil Locks		

#### Schedule

This is a Recurring Work Order ..

Recurring...

Assets			
Asset ID	Layer or Facility	GIS Location	Label / Name
18041	WWC-WW23 GRIFFIN PARK	WWC-WW23 GRIFFIN PARK	WWC-WW23-WW-TRK-23-001



APPENDIX E

# FATS, OILS, AND GREASE BOOK FOR FOOD SERVICE ESTABLISHMENTS



# City of Manteca

## FATS, OILS AND GREASE (FOG) PROGRAM



# **City of Manteca Fats, Oils, and Grease Program**

## **Table of Contents**

<b>Subject</b>	<b>Page</b>
1. Program Requirements	1
2. Best Management Practices (BMP)	2
3. BMP Training sign in sheet	3
4. Grease Interceptor Cleaning/Maintenance Disposal Log	4
5. Fats, Oils, and Grease Ordinance	5-9
6. Spill Kits Examples	10
7. Recycled Cooking Oil Best Management Practices	11
8. Dumpster Area Best Management Practices	12



**City of Manteca  
Department of Public Works WQCF  
Environmental Compliance**

**Fats, Oils, and Grease Wastewater Discharge Program  
Food Service Establishment (FSE)**

1. The FSE shall comply with all conditions set forth herein the City of Manteca Municipal Code.
2. Access shall be granted to representatives of the City of Manteca at all reasonable times to all parts of the premises for the purpose of inspection, sampling or record examination.
3. The City shall be notified if there is any change(s) in operation.
4. Upon change of ownership, location or operations a new FOG program application must be obtained.
5. The City shall be reimbursed for all costs incurred as a result of any FSE failing to comply with any provision of the Manteca Municipal Code.
6. All records, documents, memoranda and reports relating to removal of grease from any grease removal device, hauled waste oil and vents, and filter cleaning shall be retained and preserved for no less than three (3) years. Said records shall be available for inspection and copying by the City.
7. The FSE shall comply with the Specific FOG Prohibitions as found in section 13.20.110 if the City of Manteca Municipal Code.
8. The FSE shall implement and maintain all applicable Best Management Practices as found in City of Manteca Municipal Code, and this packet.
9. New FSE's shall install grease interceptors prior to commencing discharges of wastewater to the sewer system. Existing FSE's shall install grease interceptors when there is a change in ownership, a change in operation that has the potential to increase the amount of FOG generated and/or discharged by the FSE, if the existing discharge has caused or contributed to the sanitary sewer overflow, or during a remodel.



## Manteca Municipal Code 13.20.110-Best Management practices (BMP)

All Food Service Establishments shall implement Best Management Practices (BMPs) in an effort to minimize the discharge of Fats, Oils and Grease (FOG) to the sewer system, including, but not limited to, the following, as applicable:

1. Installation of Drain Screens. Drain screens shall be installed on all drainage pipes in food preparation areas.
2. Segregation and Collection of Waste Cooking Oil. Collect excess oil and grease from deep fat fryers, pots and pans prior to washing. This waste grease and oil should be collected and stored in appropriate containers that are appropriately labeled. The collected waste grease and oil should be collected by a waste grease service company. In no case shall the discharger dispose of deep fat fryer oils and other collected waste greases and oils by discharge to the grease interceptor/trap to the city sewer system.
3. Materials removed from waste interceptors/traps must be disposed of at legally designated locations for those specific type of wastes.
4. Clean-Up spilled Grease and Oil. The discharger shall clean up all spilled grease and oil using appropriate tools, including a mop and bucket. Bucket contents may be discharged to the grease interceptor/trap, and solid greases and oils that can be manually picked up should be held in the waste grease collection containers for final disposal.
5. In no instance shall spilled grease and oils be washed to the stormwater drains.
6. Use of Chemicals and other additives. The use of chemicals, emulsifying, agents, enzymes, microorganisms, and/or other additives that are added to the grease interceptor/trap to reduce or eliminate the pumping and cleaning of the interceptor/trap is prohibited.
7. Employee Training. Employees of the FSE shall be trained by ownership/management periodically as specified in the FOG wastewater discharge permit on the following subjects:
  - a) Dry-swiping pts, pans, dishware and work areas before washing to remove grease.
  - b) Properly disposing food waste and solids in plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
  - c) The location and use of absorption products to clean under fryer baskets and other locations where grease may be spilled or dripped.
  - d) Properly disposing FOG from cooking equipment into a proper grease receptacle without spilling.
8. Training shall be documented along with employee signatures. Training records shall be available for review at any time by authorized representatives of the City.
9. Maintenance of Mechanical Exhaust Ventilation Filters. Filters shall be cleaned as frequently as necessary to be maintained in good operation condition. The wastewater generated from cleaning exhaust filter shall be disposed of properly.
10. Kitchen Signage. Best management and waste minimization practice shall be posted conspicuously in the food preparation and dishwashing areas at all times.







FACILITY NAME AND ADDRESS

### GREASE INTERCEPTOR CLEANING AND DISPOSAL LOG

Date Interceptor Cleaned	Amount of Solids/Grease Removed	Grease Hauler Name	Name of Grease Disposal Facility	Manager's Signature

### GREASE INTERCEPTOR MAINTENANCE LOG

Maintenance Date	Brief Description of Repairs	Manager's Initials

\*\*\*\*Must Maintain these records for 3 years and have available for inspections\*\*\*\*



## **Manteca Municipal Code for Fats, oils and grease (FOG) control**

### **13.20.110 Fats, oils and grease (FOG) control.**

A. Findings. The city of Manteca finds that, in order to provide for the public health and welfare, and to comply with the laws and regulations of the state of California, State Water Resources Control Board Order No. 2006-0003-DWQ Statewide General Waste Discharge Requirements for Sanitary Sewer Systems and amendments thereto, and the United States Government, it is necessary to set uniform requirements for all users of the city's sanitary sewer system to include, but not limited to, the following:

1. To establish the appropriate authority for the city to condition or deny discharges to the city sewer system;
2. To prevent the introduction of excessive amounts of grease into the city sewer system that may cause a sanitary sewer overflow (SSO) to occur;
3. To prevent the clogging or blocking of the city sewer lines due to grease buildup causing backup and flooding of streets, residences, and commercial buildings;
4. To implement a procedure to recover the costs incurred in cleaning and maintenance of sewer lines and the disposal of grease blockages;
5. To implement a procedure to recover costs for any liability incurred by the city for damage caused by grease blockages resulting in the flooding of streets, residences or commercial buildings;
6. To establish 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. Additionally, to establish enforcement procedures for violations of any part or requirement of this chapter; and

7. To establish the authority for the city to carry out routine and non-routine monitoring (sampling and inspections) of the grease traps and the food service establishments (FSEs).

**B. Applicability.** The terms and conditions of this chapter shall apply to all food service establishments to include restaurants, cafeterias, food preparation facilities, convenience stores preparing fast foods for sale; grocery stores providing cooked foods for sale; and other food preparation facilities.

**C. Definitions.**

**“City”** means the city of Manteca, California, employees of the city, or an authorized agent of the city.

**“Discharger”** means the food service establishment that is discharging gray water to the city sewer system.

**“Food service establishments” or “FSEs”** means any business which prepares and/or packages food or beverages for sale or consumption, on- or off-site, with the exception of private residences. Food service facilities shall include, but are not limited to, food courts, food manufacturers with an average daily discharge volume of twenty-five thousand gallons per day or less, food packagers, restaurants, grocery stores, bakeries, lounges, hospitals, hotels, nursing homes, churches, schools, and all other food service facilities not listed in this chapter.

**“Garbage disposal”** means a device which shreds or grinds up waste materials into smaller portions for discharge into the city’s sanitary sewer system.

**“Gray water”** means all of the liquid contained in a grease interceptor that lies below the floating grease layer and above the food solids layer.

**“Grease”** means a material either liquid or solid, composed primarily of fats, oils and grease from animal or vegetable sources. The terms “fats, oils, and grease (FOG),” “oil and grease” or “oil and grease substances” shall all be included within this definition.

**“Grease interceptor”** means a device located underground and outside of the food service establishment designed to collect, contain or remove food wastes and grease from the wastestream while allowing the balance of the liquid wastes (gray water) to discharge to the wastewater collection system by gravity. Interceptors shall have at least one

inspection hatch on the top surface to facilitate inspection, cleaning and maintenance.

**“Grease trap”** means a device located in a food service establishment or under a sink designed to collect, contain, or remove food wastes and grease from the wastestream while allowing the balance of the liquid waste (gray water) to discharge to the wastewater collection system by gravity. Traps shall have a removable lid on the top surface to facilitate inspection, cleaning and maintenance.

**“Grease trap service company”** means a person, or company, who provides maintenance services for grease traps and interceptors. Maintenance services to include cleaning, minor repairs, grease and solids removal from the interceptor, and transport of the removed material to an appropriate recycling or disposal facility.

**“Sanitary sewer overflows (SSOs)”** means overflows from sanitary sewer systems of FSEs wastewater, as well as industrial and commercial wastewater, depending on the pattern of land uses in the area served by the sanitary sewer system. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters. Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system.

**SSOs include:**

1. Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
2. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
3. Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.



**“Waste grease”** means fats, oils, and grease that can be collected following use and prior to discharge to the sewer or interceptor. Waste grease is collected from pans, deep fat fryers and cooking grills.

**D. Grease Interceptor/Trap Required.**

1. Grease interceptors and/or traps shall be provided by the facility owner, when, in the opinion of the city, they are necessary to prevent grease in excessive amounts from entering the sanitary sewer system. All interceptors shall be of a type and capacity approved by the city building division and shall be located as to be easily and safely accessible for cleaning and inspection. All prospective grease trap users must provide manufacturer’s capacity data and an estimate of the product rate at the facility that is within the capacity of the grease trap to be approved by the building permit department.

2. **Existing Facilities.** For the purposes of sizing and installation of grease interceptors/traps, all food service facilities existing within the city’s sewer system service area, whether within, or without, the city limits, prior to the effective date of the ordinance codified in this chapter shall be allowed to operate and maintain existing grease interceptors/traps provided their grease interceptors or grease traps are in efficient operating conditions.

On or after the effective date of the ordinance codified in this chapter, the city may require an existing food service facility to install, operate, and maintain a new grease interceptor or trap that complies with the requirements of this chapter or to modify, repair, or replace any noncompliant interceptor or trap within ninety days of written notification by the city when any one or more of the following conditions exist:

- a. The facility is found to be contributing grease and oil in quantities sufficient to cause line stoppages or necessitates increased maintenance on the wastewater collection system.
- b. The facility does not have a grease interceptor or trap.
- c. The facility has an undersized, nonrepairable or defective grease interceptor or trap.
- d. Remodeling of the food preparation or kitchen waste plumbing system is performed which requires a building permit to be issued by the city.

- e. The existing facility is sold or undergoes a change of ownership.
- f. The existing facility does not have plumbing connections to a grease interceptor or trap in compliance with the requirements of this chapter, or current building codes.

**3. New Facilities or New Interceptor Installations.** Grease interceptors or traps shall be located in the food service establishment's lateral sewer line between all fixtures which may introduce grease into the sewer system and the connection to the city's wastewater collections system. If dishwashers are connected to the grease interceptor, the interceptor must be properly designed to contain and cool the dishwasher discharge to prevent the hot water from causing carry through of the grease. Garbage disposals and restrooms should not be plumbed to the grease interceptor. Automatic hood washers, floor drains in food preparation and storage areas should be plumbed to the grease interceptor. Sanitary facilities (restrooms) shall not be plumbed to the grease interceptor under any circumstance.

**4.** The use of a grease trap, in place of a grease interceptor will only be authorized for those facilities that do not operate a deep fat fryer, a cooking grill and conducts minimal dishwashing.

#### **E. Maintenance of Grease Interceptor/Trap Required.**

- 1.** All grease interceptors and grease traps shall be continuously maintained in satisfactory and effective operational condition by the discharger at the discharger's expense. Typically maintenance consists of the removal of floatable solids and settleable solids collected in the grease interceptor/trap; and the cleaning of the walls and piping.
- 2. Routine Maintenance Schedules.** The discharger is responsible for establishing a routine maintenance schedule that includes the routine removal of floatable and settleable solids and cleaning of the interceptors/traps. The maintenance frequency should be such that the interceptor/trap does not allow fats, grease, oils, and food solids from leaving the interceptor and entering the city sewer collection system. The amount of time between pumping and cleaning services is dependent on the volume of wastes discharged, the volume of the interceptor/trap, and the physical integrity of the interceptor/trap structures and piping. It is

the discharger's responsibility that the interceptors/traps are routinely inspected and repaired as needed.

**3. Record Keeping Requirements.** The discharger is responsible for maintaining appropriate maintenance records that documents the routine pumping, cleaning, and repairs made to interceptors and traps. Where the discharger hires a grease trap service company to clean the interceptor/trap and remove and dispose of the accumulated grease and solids, a copy of the pumping manifest or billing must be retained with the maintenance records. All maintenance records should include at a minimum the following information:

- a. Name of facility;
- b. Date service performed;
- c. Total volume of the interceptor/trap;
- d. Total volume of material removed from the interceptor/trap;
- e. List of all deficiencies identified from an inspection of the empty interceptor/trap;
- f. Name of the grease trap service company;
- g. Address of the grease trap service company;
- h. Name and address of final disposal site;
- i. Signature of the grease trap service company employee performing the work; and
- j. Signature of the discharger's employee observing and accepting the services.

**4. Record Retention.** All grease interceptor/trap maintenance records shall be retained for a period of not less than three years. These records shall be retained at the food service establishment and shall be made available for inspection by the city.

**F. Disposal of Wastes from Interceptors and Traps.** Storage, handling, transportation and disposal of all wastes from interceptors/traps shall be performed in accordance with applicable federal, state, and local regulations that pertain to the type and/or class of waste. Materials removed from waste interceptors/traps must be disposed of at legally designated locations for those specific type wastes. Materials removed from waste interceptors/traps shall not be discharged to the city sanitary sewers or storm drains.

**G. Collection, Storage, and Disposal of Waste Grease and Solids.**

Dischargers are encouraged to collect excess oil and grease from deep fat fryers, pots and pans prior to washing. This waste grease and oil should be collected and stored in appropriate containers that are appropriately labeled. The collected waste grease and oil should be collected by a waste grease service company for disposal. In no case shall the discharger dispose of deep fat fryer oils and other collected waste greases and oils by discharge to the grease interceptor/trap to the city sewer system.

**H. Clean-Up of Spilled Grease and Oil.** The discharger shall clean up all spilled grease and oil using appropriate tools, including a mop and bucket. Bucket contents may be discharged to the grease interceptor/trap, and solid greases and oils that can be manually picked up should be held in the waste grease collection containers for final disposal. In no instance shall spilled grease and oils be washed to the stormwater drains. In the event that the city is required to clean up a grease and oil spill generated by a discharger, the city is authorized to assess cost recovery fees to the discharger for all costs associated with the clean-up.

**I. Use of Chemicals and Other Additives.** The use of chemicals, emulsifying agents, enzymes, microorganisms, and/or other additives that are added to the grease interceptors/traps to reduce or eliminate the pumping and cleaning of the interceptor/trap is prohibited. Dischargers currently using a chemical or other additive must halt such use immediately on the effective date of the ordinance codified in this chapter.

**J. Right of Access.** The city, employees of the city, or authorized agents of the city, have the authority to enter the property of the discharger to conduct inspections of the entire facility, including the interceptors, traps, cooking and storage areas, restrooms, offices, service areas, and other areas of the facility. The city is also authorized to collect samples of any wastestream, including the discharge from the facility and the interceptors and traps. The city may obtain search warrants for inspection and sampling purposes. Failure to grant access may result in the suspension of sewer and water services provided by the city.

**K. Enforcement.** Failure to comply with the provisions of this chapter is considered a misdemeanor and subject to enforcement actions under the city codes. In addition to these misdemeanor enforcement actions, the city is

authorized to take the following actions to achieve compliance to the city chapter.

1. **Mandatory Interceptor/Trap Service.** The city may issue an order requiring the discharger to conduct interceptor/trap maintenance services within a mandatory time period. The cost of the services shall be the direct responsibility of the discharger.
2. **Mandatory Interceptor/Trap Service Schedule.** The city may impose a mandatory pumping and cleaning schedule to assure the proper maintenance of an interceptor not properly maintained by the discharger. The cost of the services shall be the direct responsibility of the discharger. Mandatory service schedules may cover a time period of up to three years.
3. **Cost Recovery.** The city may assess the discharger the amount of those expenditures made by the city to clean up or prevent sewer blockages and overflows caused by the discharge from a food service establishment.
4. **Administrative Fines.** Administrative fines shall be conducted in accordance with Section 13.20.090, Enforcement, of this industrial waste ordinance.
  - a. Unpaid charges, fines, and penalties shall, after sixty calendar days, be assessed an additional penalty of twenty-five percent of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. A lien against the user's property will be sought for unpaid charges, fines and penalties.
  - b. Users desiring to dispute such fines must file a written request for the city to reconsider the fine along with full payment of the fine amount within thirty days of being notified of the fine. Where a request has merit, the city may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The city may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
  - c. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.
  - d. **Wastewater Discharge Permit Issuance.** The city may issue wastewater discharge permits to food service establishments either



on a case-by-case basis or as part of a general program. The authority and requirements established by this industrial waste ordinance shall apply to all such wastewater discharge permits issued under this section.

5. **Emergency Suspensions.** The city may immediately suspend a discharge and/or water services, after informal notice to the discharger, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons or property. (Ord. 1576 § 2, 2016)

# UNIVERSAL SPILL KITS

## Examples of where to purchase your Universal Spill Kit

- Amazon.com
- Grainger.com
- Globalindustrial.com
- Homedepot.com
- Newpig.com
- Uline.com



# **Dumpster Area**

## **Best Management Practices**

Everything left on the ground eventually becomes storm water pollution and flows straight to our creeks and rivers, untreated, harming our water resources. Help prevent storm water pollution by following 3 easy steps in keeping your dumpster area well maintained.

- 1. Close the Lid**
- 2. Pick up trash**
- 3. Report Damage to Solid Waste 456-8440**





## Recycled Cooking Oil Best Management Practices

- NEVER pour cooking oil waste down any drain
- Keep the lid closed after disposing of oil to prevent rain from overflowing recycle bin
- Clean up spills using dry cleaning methods such as absorbents, NEVER use water
- Keep a spill kit with absorbents, a broom and a dust pan ready at all times





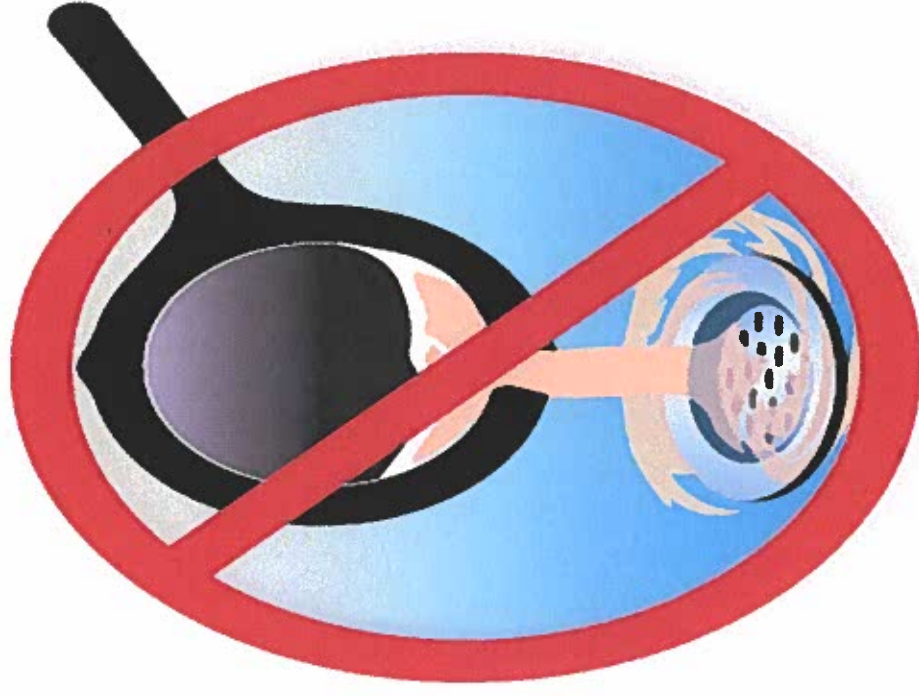
**DO NOT POUR FATS, OILS, OR GREASE  
DOWN THE DRAIN**

**NO VIERTA LAS GRASAS, ACEITES O GRASA  
POR EL DESAGÜE**



**DO NOT POUR FATS, OILS, OR GREASE  
DOWN THE DRAIN**

**NO VIERTA LAS GRASAS, ACEITES O GRASA  
POR EL DESAGÜE**





APPENDIX F

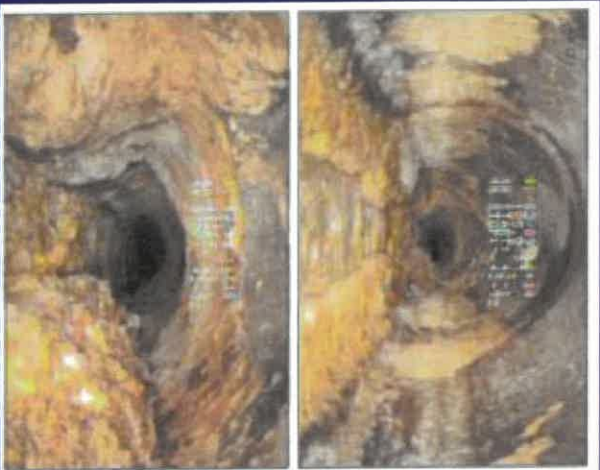
## ACCEPTABLE DISPOSAL FACILITIES

Table F.1 Disposal Sites

Name	Address	City	County	ZIP
Alansi's Oil and Grease	3420 Giant Road	San Pablo	Contra Costa	94806
All Valley Environmental, Inc.	523 N. Brawley Avenue	Fresno	Fresno	93706
Ameriguard Maintenance Service, LLC	14245 Monterey Road	San Martin	Santa Clara	95046
Ameriguard Maintenance Service, LLC	142 Linley Avenue	Empire	Stanislaus	95319
Baker Commodity, Inc.	7750 Hanford Armona Road	Hanford	Kings	93230
Central Martin Sanitation Agency	1301 Anderson Drive	San Rafael	Marin	94901
Central Valley Waste Services	1333 E. Turner Road	Lodi	San Joaquin	95240
City of Bakersfield Wastewater Treatment Plant	3298 Plant Road	Bakersfield	Kern	93308
City of Hayward Water Pollution	3700 Enterprise Avenue	Hayward	Alameda	94545
City of Modesto Wastewater Quality Control Facility	1221 Sutter Avenue	Modesto	Stanislaus	95351
City of Stockton RWCF	2500 Navy Drive	Stockton	San Joaquin	95206
Delta Diablo	2500 Pittsburg-Antioch Highway	Antioch	Contra Costa	94509
East Bay Municipal Utility District	2020 Wake Avenue	Oakland	Alameda	94607
Fairfield-Suisun Sewer District	1010 Chadbourne Road	Fairfield	Solano	94534
Fresno-Clovis Regional Wastewater Reclamation Facility	5607 W. Jensen Avenue	Fresno	Fresno	93706
Laguna	4300 Liano Road	San Rosa	Sonoma	95407
Lodi White Slough WPCP	12751 N. Thorton Road	Lodi	San Joaquin	95242
Oro Loma Sanitary District	2600 Grant Avenue	San Lorenzo	Alameda	94580
Pleasant Grove	5051 Westpark Drive	Roseville	Placer	95747
Roseville Dry Creek Wastewater Treatment Plant	1800 Booth Road	Roseville	Placer	95747
Sacramento Regional Wastewater Treatment Plant	8251 Laguna Station	Elk Grove	Sacramento	95758
San Jose-Santa Clara Regional Wastewater Facility	4245 Zanker Road	San Jose	Santa Clara	95134
Silicon Valley Clean Water	1400 Radio Road	Redwood City	San Mateo	94065
SRC Plant	11350 Kiefer Boulevard	Sacramento	Sacramento	95742
Interstate Oil Company	8221 Alpine Avenue	Sacramento	Sacramento	95826
Interstate Oil Company	550 Greenville Road Lot D	Livermore	Alameda	95826
Sisk Tallow Recycling	4506 S. Commons Road	Turlock	Stanislaus	95380

APPENDIX G

# SAMPLE FOG EDUCATIONAL MATERIALS



## WHAT DOES A GREASY, CLOGGED SEWER LOOK LIKE?

The pictures above are of two sewers that, over time, have become clogged with grease. As you can imagine, there clogs can make it difficult for the sewer to operate properly, leading to messy back-ups in homes and expensive repairs for you for city workers. The City of Manteca is asking you to help avoid these problems by properly disposing of fats, oils and grease.



## Want more information?

Contact the City of Manteca's  
Water Resources Department at  
the address below:

**City of Manteca**  
**Water Resources Department**  
1001 W. Center Street  
Manteca, CA 95337

209-456-8481



## CUT THROUGH THE FOG



**Eliminating Fats, Oils and  
Grease from city sewers can  
protect your home and save  
you money.**



Did you know that last night's dinner can cost you thousands of dollars in home repairs and lead to nasty sewer backups? It could, if you didn't properly dispose of the fats, oils and grease (FOG) used to make it.

FOG comes from meat, fats, lard, oil, shortening, butter, margarine, food scraps, salad dressings, sauces and dairy products. When these and other similar items are regularly poured into sinks, garbage disposals, toilets or other household drains, they eventually cool, harden and stick to your sewer pipes, forming a blockage. Sewage can then overflow into your house or the homes of your neighbors through floor drains or toilets creating a nasty mess.

Sewer repairs and associated cleanup activities can cost homeowners thousands of dollars. The personal items that can be lost or damaged beyond repair when your sewer backs up can be priceless.

## How You Can Prevent FOG Damage

You can avoid expensive sewer backups, plumbing emergencies and repairs while helping to protect the local water supply by following a simple list of "do's and don'ts" when disposing of



### DO:

DO pour fats, oils and grease into a can until they cool. Coffee cans work well. The can may be stored for reuse until full when it can be thrown in the trash.

DO wipe pans and dishes that contain fats, oils or grease with a paper towel before washing and throw the used paper towel in the trash.

DO place a strainer in the kitchen sink drain to catch food scraps and other solids and regularly empty the strainer into the trash.

### DON'T:

DON'T pour cooking oil, pan drippings, bacon grease, salad dressings or sauces into the sink or toilet.

DON'T run water over dishes, pans, fryers or griddles to wash oil and grease down the drain.

DON'T use cloth towels or rags to scrape oily dishes. When you wash them, the grease will end up in the sewer.

DON'T use a garbage disposal or food grinder on fatty or greasy food. Grinding food before rinsing it down the drain does not remove the fats, oils or grease, it just makes the pieces smaller. Even non-greasy food scraps (salads, rice, etc.) can plug sewer lines.

**City of Manteca**  
**Water Resources Department**  
1001 W. Center Street  
Manteca, CA 95337  
209-456-8481



APPENDIX H

# COLLECTION SYSTEM PERFORMANCE

APPENDIX H

# COLLECTION SYSTEM PERFORMANCE

## Spill History

Table H.1 Spill Events by Category

Year	Category 1	Category 2	Category 3	Category 4 <sup>(1)</sup>	Total
2015			4	--	4
2016			10	--	10
2017	1		2	--	3
2018		1	5	--	6
2019		1	4	--	5
2020		1	2	--	3
2021		1	2	--	3
2022		1	2	--	3
2023	2		2		4
2024			2		2
Total	3	5	35	0	43

Notes:

(1) Category 4 Spills are a new category per General Order WQ 2022-0103-DWQ (General Order).

Table H.2 Spill Volume (Gallons) by Category

Year	Category 1	Category 2	Category 3	Category 4 <sup>(1)</sup>	Total
2015			552	--	552
2016			720	--	720
2017	420,000		587	--	420,587
2018		52,164	1,427	--	53,591
2019		1,880	1,142	--	3,022
2020		1,125	1,310	--	2,435
2021		4,500	198	--	4,698
2022		2,300	166	--	2,466
2023	1,121		765		1,886
2024			781		781
Total	421,121	61,969	6,107		490,738

Notes:

(1) Category 4 Spills are a new category per the General Order.

Table H.3 Spill Events by Spill Cause

Year	Operational <sup>(1)</sup>	Condition <sup>(2)</sup>	Structural <sup>(3)</sup>	Other <sup>(4)</sup>	Total
2015	3		1		4
2016	10				10
2017	2		1		3
2018	4		1	1	6
2019	5				5
2020	1		1	1	3
2021	3				3
2022	2			1	3
2023	4				4
2024	1		1		2
Total	35		5	3	43

Notes:

- (1) Operational: Debris from Construction, Debris from Lateral, Debris-General, Debris-Rags, Fats and Oils and Grease, Root Intrusion, Debris-Wipes/Non-Disposable.
- (2) Condition: Flow Exceeded Capacity (Separate CS Only), Natural Disaster, Rainfall Exceeded Design, II (Separate CS Only).
- (3) Structural: Air Relief Valve (ARV)/Blow-Off Valve (BOV) Failure, Pipe Structural Problem/Failure, Pipe Structural Problem/Failure - Installation, Pump Station Failure-Controls, Pump Station Failure-Mechanical, Pump Station Failure-Power, Siphon Failure.
- (4) Other: Construction Diversion Failure, CS Maintenance Failure, Damage by Others Not Related to CS Construction/Maintenance (Specify Below), Inappropriate Discharge to CS, Operator Error, Other (specify below), Surcharged Pipe (Combined CS Only), Vandalism.

Table H.4 Spill Volume (Gallons) by Spill Cause

Year	Operational <sup>(1)</sup>	Condition <sup>(2)</sup>	Structural <sup>(3)</sup>	Other <sup>(4)</sup>	Total
2015	490		62		552
2016	720				720
2017	587		420,000		420,587
2018	627		52,164	800	53,591
2019	3,022				3,022
2020	810		1,125	500	2,435
2021	4,698				4,698
2022	2,465			1	2,466
2023	1,886				1,886
2024	360		421		781
Total	15,665		473,772	1,301	490,738

Notes:

- (1) Operational: Debris from Construction, Debris from Lateral, Debris-General, Debris-Rags, Fats and Oils and Grease, Root Intrusion, Debris-Wipes/Non-Disposable.
- (2) Condition: Flow Exceeded Capacity (Separate CS Only), Natural Disaster, Rainfall Exceeded Design, II (Separate CS Only).
- (3) Structural: Air Relief Valve (ARV)/Blow-Off Valve (BOV) Failure, Pipe Structural Problem/Failure, Pipe Structural Problem/Failure - Installation, Pump Station Failure-Controls, Pump Station Failure-Mechanical, Pump Station Failure-Power, Siphon Failure.
- (4) Other: Construction Diversion Failure, CS Maintenance Failure, Damage by Others Not Related to CS Construction/Maintenance (Specify Below), Inappropriate Discharge to CS, Operator Error, Other (specify below), Surcharged Pipe (Combined CS Only), Vandalism.

## Preventive Maintenance History

Table H.5 Preventive Maintenance Data – Gravity Mains

Year	Length of Pipe Cleaned (miles)	Percent of Sewers Cleaned	Length of Pipe Inspected (miles)	Percent of Sewers Inspected	Pipes Segments That Received Root Treatment
2015					0
2016	<0.1	<1%	9.9	4%	25
2017	0.5	<1%			0
2018	30.9	12%	2.1	1%	48
2019	44.6	18%	28.4	11%	16
2020	43.9	18%	25.6	10%	21
2021	53.2	21%	22.4	9%	8
2022	29.9	12%	14.4	6%	3
2023	31.4	13%	8.9	4%	5
2024	60	24%	15.9	6%	4
Total	294.5	--	127.5	--	130
Annual Average <sup>(1)</sup>	32.7	13%	15.9	6%	13

Notes:

(1) Annual average is based on years with data.

Table H.6 Preventive Maintenance Data – Hot Spots

Year	No. of Hot Spots	Length of Hot Spots Clean & Inspected (miles)
2015	51	
2016	78	
2017	59	0.2
2018	73	10.1
2019	78	14.0
2020	78	16.1
2021	83	14.1
2022	81	16.3
2023	94	17.0
2024	85	16.2
Total	--	103.9
Annual Average <sup>(1)</sup>	76	13.0

Notes:

(1) Annual average is based on years with data.



Table H.7 Preventive Maintenance Data – Miscellaneous

Year	Manhole Inspections	Lift Station Inspection & Preventive Maintenance	Percent of Lift Stations Inspected & Cleaned	Lift Station Panel Cleans	Smart Covers
2015	57	9	43%	14	
2016	52	12	57%	0	
2017	66	19	90%	13	
2018	53	194	924%	19	
2019	65	72	343%	9	
2020	60	68	324%	33	
2021	64	36	171%	1	
2022	60	71	338%	7	
2023	50	64	305%	46	
2024	64	60	286%	20	
Total	591	605	--	162.0	
Annual Average <sup>(1)</sup>	59.1	60.5	288%	16.2	

Notes:

(1) Annual average is based on years with data.

Table H.8 Preventive Maintenance Data – Fats, Oils, and Grease

Year	Educational Outreach Material Activities Implemented	Food Service Establishment Inspections
2015		
2016		
2017		
2018	1	
2019	0	1
2020	0	55
2021	7	22
2022	13	
2023	8	
2024	8	
Total	37.0	78
Annual Average <sup>(1)</sup>	5.3	26

Notes:

(1) Annual average is based on years with data.

APPENDIX I

# CHANGE LOG

Table I.1 SSMP Change Log

Revision Month/Year	SSMP Section	Description of Change/Revision Made	Initials
8/25	Overview	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	1	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	2	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	3	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	4	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	5	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	6	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	7	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	8	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	9	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	10	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	11	A comprehensive revision was completed for the SSMP update for May 2025	MW
8/25	Appendix A	An appendix that includes contact information was added to the SSMP	MW
8/25	Appendix B	Replaced the Overflow Emergency Response Plan with the updated Spill Emergency Response Plan which conforms with updated SSMP regulations	MW
8/25	Appendix C	Included copies of service agreements with other agencies per SSMP regulations because these agreements are not on the City website.	MW
8/25	Appendix D	Included a copy of the lift station inspection checklist	MW
8/25	Appendix F	Included list of FOG disposal facilities.	MW
8/25	Appendix G	Included example FOG outreach material	MW
8/25	Appendix H	Included program measurements	MW
8/25	Appendix I	Added a SSMP change log per SSMP requirements.	MW