

MIDWAY CITY SANITARY DISTRICT

**PROUDLY SERVING THE COMMUNITIES OF
WESTMINSTER AND MIDWAY
*SINCE 1939***

**SEWER SYSTEM MASTER PLAN
MARCH 1, 2022**



MIDWAY CITY SANITARY DISTRICT SEWER SYSTEM MASTER PLAN

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TABLE OF CONTENTS

1 Executive Summary

- 1.1 Authorization, Objectives, and Scope
- 1.1 System Characteristics
- 1.4 Findings and Recommendations
- 1.4 Maintenance Problem Areas
- 1.4 Summary of Sewer System Improvement Costs

2 Introduction

- 2.1 Background
- 2.4 Existing Facilities
- 2.4 Approach

3 Study Area

- 3.1 Land Usage

4 Collection System

- 4.1 General

5 Inflow/Infiltration (I/I)

- 5.1 General Overview
- 5.2 Midway City Sanitary District's I/I Reduction Plan
- 5.3 Recommendations to Further Reduce I/I

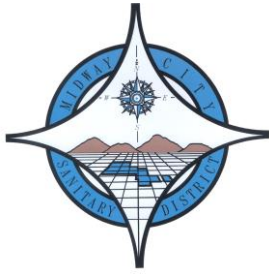


TABLE OF CONTENTS, *CONT'D.*

6. Flow Measurements and Modeling Criteria

- 6.1 ADS Flow Monitoring Study
- 6.1 Unit Flow Factors
- 6.3 Peak Flows
- 6.3 General
- 6.4 System Modeling

7. Capacity Assessment

- 7.1 Capacity Assessment

8. CCTV and Manhole Inspection

- 8.1 Closed Circuit Television
- 8.2 Manhole Inspection

9. Structural, Operational and Maintenance Assessment

10. Capital Improvement Program

- 10.1 Capacity Deficiencies
- 10.3 Damaged/Deteriorated Sewers
- 10.3 Capital Improvement Program Summary

11. Fat, Oil, and Grease (FOG) Control Program

- 11.1 Public Education Outreach Program
- 11.1 FOG Disposal Plan
- 11.2 Legal Authority to Prohibit Discharges to the System Cleaning Schedule
for Sewer System Sections Subject to
- 11.2 FOG Blockages

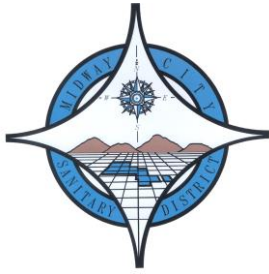


TABLE OF CONTENTS, *CONT'D.*

12. Overflow Emergency Response Plan

- 12.1 SSO Notification Procedures
- 12.1 Appropriate Response to all Overflows
- 12.2 Regulatory Notification Procedures
- 12.3 Training Procedures
- 12.3 Program to Contain and Prevent Sewage Discharges to Surface Waters

13. Legal Authority

- 13.1 Prevent Illicit Discharges into Sanitary Sewer System
- 13.1 Require that Sewer and Connections be Properly Designed and Constructed
- 13.2 Maintenance, Inspection, or Repairs of Sewer Laterals Limit the Discharge of Fats, Oils, and Grease and
- 13.2 Other Debris that may Cause Blockages
- 13.3 Joint use of sewerage facilities agreement between Garden Grove Sanitary District and Midway City Sanitary District, dated April 14, 1997
- 13.3 Consent agreement for construction and maintenance of eight-inch sewer main through storm drain on Newland cross street Oasis, dated March 25th, 2008.
- 13.4 Basic accommodations agreement between the Midway City Sanitary District and the City of Fountain Valley, dated March 5, 1963.
- 13.4 Water Emergency Response Organization of Orange County (WEROC)

14. Design and Performance Provisions

- 14.1 Standards for Installation, Rehabilitation and Repair
- 14.1 Standards for Inspection and Testing of New and Rehabilitated Facilities



- Exhibit 1 □□ Sewer System Tabulations
- Exhibit 2 □□ Sewage Spills July 2002 to Present
- Exhibit 3 □□ Spill Graph 1995 to 2021
- Exhibit 4 □□ Spill Emergency Contact List
- Exhibit 5 □□ FOG Inspection Break Down
- Exhibit 6 □□ Joint Use of Sewerage Facilities Agreement
- Exhibit 7 □□ Construction and Maintenance agreement with the City of Garden Grove. (Sewer through storm drain on Newland cross street Oasis), dated March 25th, 2008.
- Exhibit 8 □□ Agreement with the City of Fountain Valley (18-inch sewer on Edinger, Brookhurst to Bushard), dated March 5, 1963.
- Exhibit 9 □□ Water Emergency Response Organization of Orange County (WEROC) agreement
- Exhibit 10 □ 2022 Field Spill Report

** Spill reports, Sewer Cleaning Maps, Hot Spot Cleaning Records, Lift Station Maintenance Reports, FOG inspections, and Standards saved on District server and can be reviewed upon request.

Authorization, Objectives, and Scope

This Sewer Master Plan was authorized by Midway City Sanitary District (District) per contract with DGA Consultants, to provide the District with a comprehensive assessment of its sewer system and its ability to accommodate current and future wastewater collection needs.

This investigation/report includes engineering evaluation and recommendations pertaining to:

- Gravity Collection System/Condition/Deficiencies
- Manhole Rehabilitation
- Maintenance Problem Areas

The centerpiece of this engineering evaluation is the utilization of the Haestad Methods SewerCAD software program which is a hydraulic model of the District's gravity collection system thereby allowing computerized simulation of wastewater flows under existing and projected development conditions. This model identifies sewer lines which are deficient in their ability to handle projected flows, and assists in the development of solutions comprised of replacement or upsizing of sewers.

The culmination/product of this master planning effort is this Sewer Master Plan Report and Appendices.

System Characteristics

Service Area

The study area is defined as the area which is now served and/or will be served by the District's sewer system. It encompasses approximately 10.4 square miles.

The current service area population is estimated at approximately 103,000. The projected future population is approximately 118,430 by the year 2030 within existing District limits. Land use within the District is a mixture of residential, commercial, industrial, and institutional categories.

Facilities

The existing collection system with a replacement value of approximately \$769,240,000 is comprised of approximately 169 miles of gravity flow sewer lines ranging in size from 6 inch to 18 inch, approximately 1.12 miles of force main sewer lines ranging in size from 8 inch to 12 inch, and four lift stations. The existing system also includes 3399 manholes of varying conditions due to their age and the environment in which they function. Each of these manholes was evaluated as part of this report and rehabilitation recommendations were made.

The District's collection system is aging and in need of repair in many areas. A review of the District's records revealed that the District's facilities are from 40 to 60 years old and uncontrollable factors such as corrosive soils, instances of subsidence, tidal effects on the water table and the general life expectancy of certain materials all contribute over time to negatively impact all aspects of the District's infrastructure.

Sewer Loading

Sanitary sewer loadings (wastewater flows) were developed based on land use information (both existing and future) contained in the City of Westminster's General Plan.

In addition, a flow monitoring study conducted on behalf of the District by ADS Environmental Services established existing flow rates that were compared to the projected rates of flow for existing development that was used to validate the generation rates used in our model.

Unit flow generation rates for each land use category, adjusted for known unique characteristics were then used to analyze the future requirements on the system.

For example, residential uses were modeled using flow generation rates of 1000 gallons/day/acre. Average daily flows are converted to average peak flows based on a standard relationship;

$$Q_{\text{peak}} = 2.5 Q_{\text{average}}$$

The validity of this peaking equation was verified by graphic analysis of the measured flows from the flow monitoring program.

Hydraulic Analysis

The computer model was utilized to test the adequacy of the existing backbone system to convey existing and ultimate sewer loadings. The model contains detailed data for 169 miles of the District's collection system. The model results indicate which pipes are "deficient" in terms of their ability to convey existing and ultimate flows without exceeding the design depth to diameter (d/D) criteria.

Lift Stations

Lift stations not only represent a major initial capital investment, but they are also more expensive to operate and maintain than gravity systems.

Design, construction, operation and maintenance of lift stations have changed significantly as a result of new regulatory requirements, including environmental and liability issues. The result is a general increase in both sizing and safety requirements.

Size increases are significant because larger lift stations, if they fail, tend to have more significant negative impacts. Midway City Sanitary District and other medium sized agencies are at a disadvantage because they are subject to the same environmental and safety regulations as large agencies but do not have the same financial or human resources available. Additionally, liability for system failures has increased dramatically whenever a lift station failure was the result of a poor maintenance program or negligence.

The lift station includes various elements and because of the harsh conditions, the equipment's life expectancy is dependent on the materials specified in the original construction. The service life expectancy for the electrical and mechanical components is from 10-15 years if they receive regular scheduled maintenance. The piping has a 30-year life and the concrete structure a 50-60 year life.

Findings and RecommendationsGravity and Collection System Hydraulic Deficiencies

From the model runs, hydraulic deficiencies and necessary improvements are identified and grouped into priority categories. Findings for the gravity system are as follows:

- About 0% percent of gravity sewer system is “deficient” for ultimate flows, per 0.50 d/D criteria.

Maintenance Problem AreasDamaged Deteriorated Sewers

The “Preventative Maintenance” class of non-threatening structural problems or other defects such as roots, small cracks, and minor corrosion should be scheduled for cleaning and reinspection over the next three years. Approximately three hundred thirty locations are in the classification. Preliminary cost estimates for “PM” is estimated to be approximately \$294,000 over the next three years.

Review and evaluation of 2014 CCTV inspection logs reveals a small amount of deterioration and damage in the District’s system. Although in the last 12 years the District has budgeted more than 15 million dollars for system repairs and upgrades, because of the age of a large portion of the system, we can expect continued deterioration.

Summary of Sewer System Improvement Costs

Near term costs for the major improvement categories are listed below in 2008 dollars.

A Project to Rehabilitate and make Facility Improvements to all 4 Lift Stations was started in the fall of 2007 and was completed in the spring of 2009. The Westminster lift station is in the most urgent need of repair, in our opinion, followed by Hammon, Willow, and then Brookhurst in order of priority.

The cost listed for capacity deficient sewers is for the Pacific Avenue and 14th Street Sewer Project only. Phase I completed 2005 and Phase II was completed in the fall of 2008.

Damaged/deteriorated sewers repairs are in the “Urgent” priority group were completed in 2005.

- The manhole rehabilitation work listed at \$700,000 was completed in fiscal year 2003/2004.
- Hammon, Willow and Westminster Force Main Construction, was completed in the fiscal year 2006/2007.
- Rehabilitation / Repair of Hotspots, was completed in the fiscal year 2007/2008.
- Pacific Avenue Phase II was completed in the fiscal year 2008/2009.
- Lift Station Facility Improvements project was completed in the fiscal year 2008/2009.
- Bushard Street / McFadden Sewer Project was completed in the fiscal year 2009/2010.
- Rehabilitation / Repair of sewer mains (Midway alley) was awarded on March 29, 2011.
- Rehabilitation / Repair of sewer mains 18 line segments was awarded October 2016.
- Rehabilitation / Repair of sewer mains 46 line segments was awarded October 2017.

1. Lift Station 2007/2008		\$4,837,291
2. Capacity Deficient Sewers	“Pacific Avenue”	\$2,502,000
	Phase II	\$1,463,300
3. Damaged/Deteriorated Sewers	“Urgent”	\$424,000
4. Preventative Maintenance	“PM”	\$285,000
5. Manhole Rehabilitation		\$700,000
6. Force Main Project		\$2,342,557
7. Hotspot Rehab. /Repair		\$780,000
8. Bushard / McFadden		\$2,249,378
9. Rehab. /Repair (Midway alley)		\$83,273
10. 2016 Rehab. / Repair 18		\$173,214
11. 2017 Rehab. / Repair 46		\$315,830
	Total	\$16,155,843

The phasing of improvements and repairs is driven by near term needs, and constrained by budget considerations, which will change over time. It was recommended in 2004 that the District allocate approximately \$1 million annually for repairs, maintenance, and rehabilitation of the sewer system. In 2015 it is recommended that the District allocates approximately \$200,000 annual for ongoing repairs to sewer system.

Background

The Midway City Sanitary District was organized in 1939 for the purpose of providing sewer and solid waste service to the unincorporated area of Orange County known as Midway City and a small part of the City of Garden Grove. In 1957, the City of Westminster was annexed into the District.

The District experienced most of its growth from the 1950's through the early 1970's. This was the period of time during which most of the District's sewer system was constructed. As is common with local districts in the past, the collection of trash has been and continued to be the most visible function of the District and sewer system maintenance was limited to regular cleaning and repair as required.

However, between March and July of 1998, 13 sink holes occurred in the streets due to sewer failures caused by high ground water infiltration through breaks in the sewer pipes.

Subsequently, the District's Board of Directors began an aggressive program to rehabilitate the sewer system. The program budgeting to date included:

<u>FISCAL YR.</u>	<u>PROJECT</u>	<u>BUDGET</u>
1998/1999	Closed Circuit Television Inspection of 131,000 Linear Feet of Sewer Pipeline	\$100,000.00
1998/1999	Sewer Pipeline Point Repairs	\$126,000.00
1998/1999	Repair of Existing Sewer Mains in the Northwest area of the District	\$650,000.00
1998/1999	Purchasing a Closed Circuit Television Camera, Computer Trailer	\$ 45,000.00
1999/2000	Manhole Rehabilitation	\$750,000.00
2000/2001	Develop a District Facilities GIS Map	\$200,000.00
2001/2004	Finalize GIS Map, Clean and CCTV All District Pipelines, Inspect All Manholes, Flow Monitor of Entire District and Prepare a Master Plan	\$2,540,000.00
2002/2003	Rehabilitate Manholes	\$1,000,000.00

SECTION 2

		Introduction
2004/2005	Pacific Avenue and 14 th Street Sewer Project	\$2,502,000.00
2006/2007	Westminster, Hammon, and Willow Force Main Construction	\$2,342,557
2007/2008	Rehabilitate and Repair 48 Hot Spots	\$780,000
2007/2008	Phase II Basin 22 (15 th / Westminster Blvd.)	\$1,463,300.42
2007/2008	Lift Station Rehabilitation and Facility Improvements Project	\$4,837,291
2008/2009	Basin 1 Split (Westminster and Edwards)	\$84,360
2008/2009	Basin 49 Split (Edwards and Humboldt)	\$63,230
2009/2010	Basin 15 (Bushard / McFadden Sewer Project)	\$2,249,378
2010/2011	Rehabilitate and Repair (Midway Alley)	\$83,273
2013/2014	Basin 27 Split (McFadden and Van Buren)	\$113,903
2013/2014	CCTV and cleaning of sewer system	\$536,288
2014/2015	Oberlin siphon relocation	\$80,000
2016/2017	2016 Rehabilitate and Repair (18 line segments)	\$173,214
2017/2018	2017 Rehabilitate and Repair (46 line segments)	\$315,830
Total Cost for all Projects completed		\$21,035,621

As part of the District's Capital Improvement (CIP) Project Program for fiscal years 1998-1999, 2003-2004 and 2013-2014, the District set aside funds for video inspection and repair of its sewerage system. The first phase of video inspection included 131,000 feet of sewer main. That inspection revealed many cracked and broken pipes, which have been repaired or replaced.

On March 31, 2001 Midway City Sanitary District requested Cooperative Project Program Funds from Orange County Sanitation District for implementation of a project to prepare Master Plan of Sewers, Phase I.

November 9, 2001 the District requested Cooperative Project Program Funds from Orange County Sanitation District to complete Phase II of the Master Plan. This sewer master plan was to be completed in a phased program that would include:

- Preparation of a collections system inventory, mapping and locating existing facilities utilizing City of Westminster's GIS base maps, a GPS survey of MCSD manholes, review of available plans, and non-entry inspection of all manholes.
- An overview of MCSD'S sewer system facilities and operations.
- Flow monitoring to verify land use Wastewater Flow Coefficients and to support inflow and infiltration studies.
- Closed Circuit Television pipeline inspections to determine pipeline structural condition and to locate service lateral locations for inclusion in the District's facilities map.
- Computer modeling of the sewer system using Haestad Methods Sewer Cadd software program, which considers:
 - √ The results of flow monitoring at strategic locations.
 - √ Wastewater generation for each current land use using the City of Westminster's zoning map (8/15/01) to determine current land use and OCSD wastewater unit flow factors to calculate current average daily flows.
 - √ Calibrating the unit flow factors using data obtained by monitoring wet and dry flows.
 - √ Wastewater generation for each ultimate land use using the City of Westminster's General Plan Land Use Map (1/14/04) for ultimate land use and calibrated unit flow factors to calculate ultimate average daily flow.
- Identify required capacity and condition improvements.
- Preparation of a recommended Capital Improvements Program with an opinion of probable costs.
- Preparation of an Inflow/Infiltration Reduction Plan.
- Provide a comparative District overview.

The overall purpose of the Sewer Master Plan Study is to analyze the existing sewerage system and determine current and future wastewater collection/disposal needs, to provide the District with the required expenditures that can be incorporated into its long range financial planning and serve as a general guide for facility rehabilitation and replacement.

Existing Facilities

Midway City Sanitary District, serving an area of approximately 10.4 square miles with a population of approximately 103,000, operates a sanitary sewer system with a replacement value of approximately \$669,830,000 that includes approximately 892,155 lineal feet of gravity sewer pipelines, ranging in size from 6 to 18 inches, 4 sewage lift stations, and 3399 manholes, which conveys wastewater to trunk sewers and regional treatment plants owned and operated by the Orange County Sanitation District (OCSD). Ultimate disposal is by OCSD via ocean outfall pipelines or used in the Ground Water Replenishment System (GWRS).

The current land use is predominantly residential with significant areas of industrial, commercial and institutional uses.

Most of the District's facilities are approximately 40 to 60 years old.

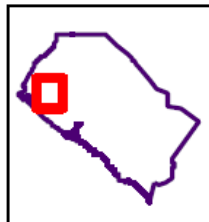
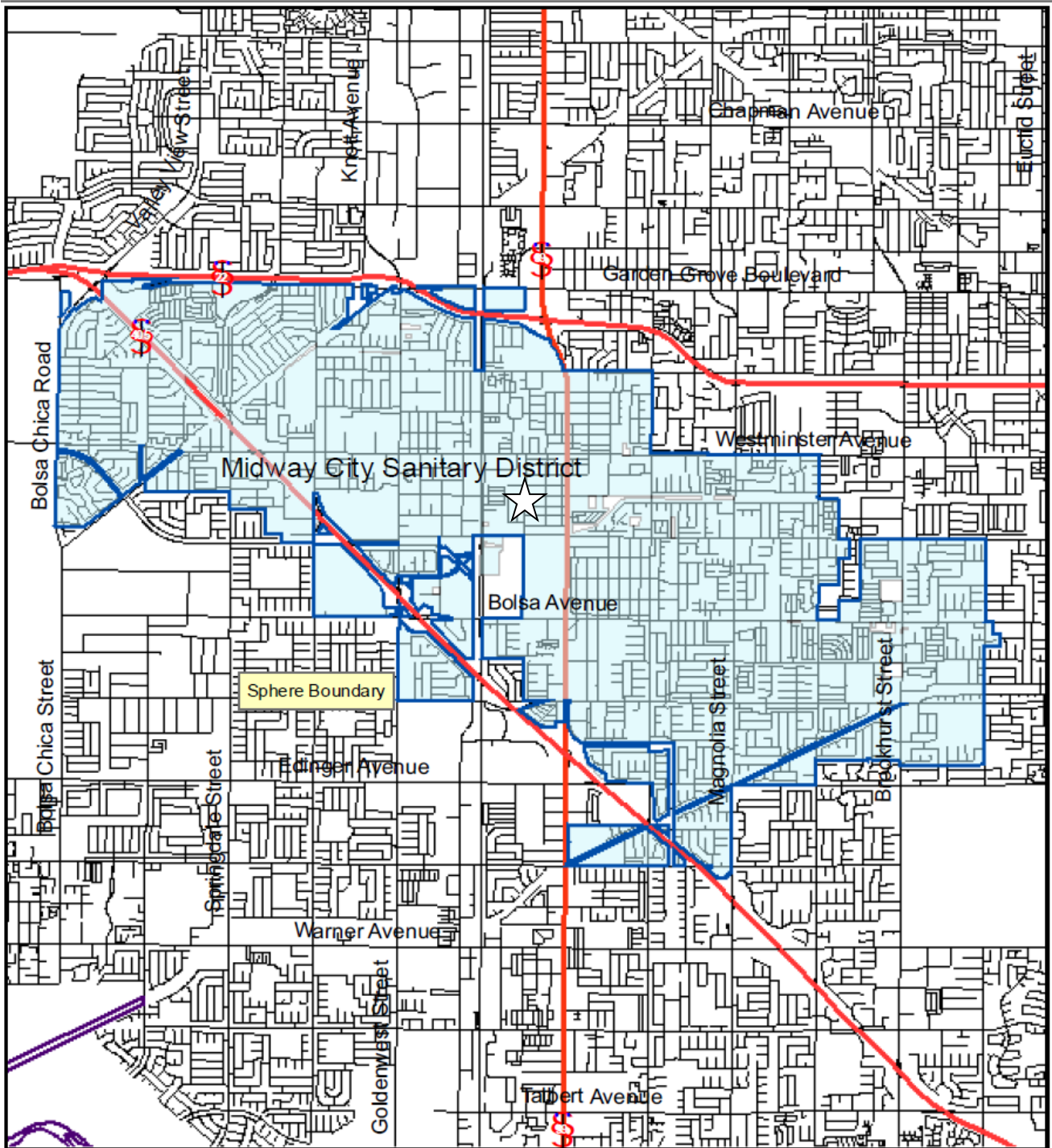
Approach

The review and evaluation of the Midway City Sanitary District Sanitary Facilities is a multi-step process that included:

- Establishing a database that includes pipeline sizes, manhole invert elevations, surface elevations, and rates of pipeline slopes. This database was obtained by a GPS Survey to establish precise locations and elevations of the manholes; a non-entry inspection of the manholes that identified the size and locations of inlet and outlet pipes and the depth to the manhole invert.
- Preparation of a District facilities map using the data base obtained by the GPS survey, the non-entry manhole inspection and the CCTV pipeline inspection data.
- Performing a condition assessment of the manhole structures.
- Obtaining a CCTV inspection of District pipelines to locate service laterals and make a pipeline structural and operational condition assessment.

- Using information developed in the flow monitoring report to identify the amount of rainfall dependent inflow and infiltration entering into the District's pipelines, an analysis of rainfall impacts on the system and to evaluate the hydraulics and capacity of the pipelines. The data accumulated was used to verify the peak flow versus average flow relationship, prioritize projects, locate areas requiring remedial action, and establish flow coefficients.
- Review of current land use and the General Plan program for the entire District to facilitate development of estimated sewage flows based on existing and ultimate land use.
- Unification of the sewage loading and the system geometry in a mathematical hydraulic model.
- Identification of deficiencies based upon maximum use of existing hydraulic capacity, and sizing of new facilities in accordance with the District's capacity criteria.
- Development of a recommended long term improvement plan to remedy deficiencies and strengthen system to assure the District of adequate sewage capacity to allow for future growth and ultimate build out.
- Preparation of a priority construction schedule with emphasis on the defects to be repaired immediately.
- Preparation of opinion of probable construction cost for the proposed time-phased improvement program.

Midway City Sanitary District Sphere of Influence Map



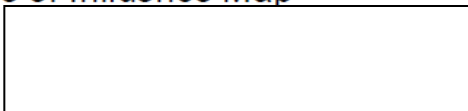
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Midway City Sanitary District Sphere of Influence Map

Legend

- Sphere Boundary
- District Boundary



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Land Usage

The Midway City Sanitary District covers an area of about 6,422 acres or approximately 10.4 square miles. It is composed of 73 sanitary sewer drainage basins (Exhibit 3.1) that drain to the Orange County Sanitation District trunk sewers. The basins range in size from slightly more than one acre to almost 600 acres. The following Table (Table 3.1) is a listing of the drainage basins and the size of the basin.

TABLE 3.1**Drainage Basins**

BASIN NO.	ACRES	BASIN NO.	ACRES
1	113.71	36	49.05
1A	33.69	37	104.85
2	547.19	38	6.06
3	576.62	39	171.98
4	34.9	40	2.99
5	5.75	41	8.8
6	3.54	42	14.73
7	197.16	43	8.94
8	109.9	44	7.16
9	90.81	45	15.74
10	162.32	46	79.7
11	98.38	47	5.01
12	51.43	48	90.34
13	63.49	49	88.79
14	23.29	49A	45.41
15	338.64	50	4.69
16	309.07	51	76.87
17	20.62	52	21.28
18	108.86	53	13.03
19	143.06	54	68.19
20	23.11	55	*
21	132.81	56	5.14
22	467.96	57	34.1
23	234.39	58	18.53
24	38.67	59	*
25	123.88	60	63.71
26	48.55	61	19.19
27	575.74	62	41.37
27A	7.12	63	43.77
28	55.69	64	10.27
29	27.45	65	1.52
30	20.48	66	1.14
31	98.64	67	2.89
32	5.91	68	135.87
33	19.08	69	61.33
34	96.02	70	28.06
35	64.13		

TOTAL OF ALL BASINS 6422.56 ACRES

*NOT USED TO DESIGNATE BASINS

The existing land use was obtained from the City of Westminster Zoning Map, dated August 15, 2001 (Exhibit 3.2). The future land use was obtained from the City of Westminster General Plan Map, dated Fall of 2016. The following Table 3.2 is a comparison of Zoning Map Land Use Designations versus the General Plan Land Use Designations.

TABLE 3.2
Land Use Designations
Zoning Map VS. General Plan Map

ZONING MAP (8/15/01)		GENERAL PLAN MAP (1/14/04)
R-1	SINGLE FAMILY RESIDENCE	RESIDENTIAL – LOW (4-7 du/ac)
R-2	MULTIPLE UNITS, 08-12 UNITS/ACRE	RESIDENTIAL – MEDIUM (8-14 du/ac)
R-3	MULTIPLE UNITS, 13-14 UNITS/ACRE	
R-4	MULTIPLE UNITS, 15-18 UNITS/ACRE	RESIDENTIAL – HIGH (15-25 du/ac)
R-5	MULTIPLE UNITS, 19-24 UNITS/ACRE	
C-R	RESTRICTED COMMERCIAL	
C-1	LOCAL BUSINESS	COMMERCIAL – LOW INTENSITY
C-2	GENERAL BUSINESS	COMMERCIAL – GENERAL
C-M	COMMERCIAL-INDUSTRIAL	INDUSTRIAL
M-1	LIGHT-INDUSTRIAL	
M-2	MEDIUM INDUSTRIAL	
P/SP	PUBLIC / SEMI PUBLIC	
P-F	PUBLIC FACILITIES	PUBLIC/SEMI-PUBLIC
P/OS	PARK/OPEN SPACE	PARK/OPEN SPACE
CEM	CEMETERY	
B-1	BUFFER	FLOOD CONTROL CHANNEL
P	PARKING	
	FLOOD CONTROL CHANNELS, RIGHT-OF-WAYS	
		PLANNED DEVELOPMENT
		ELECTRIC UTILITY RIGHT-OF-WAY
		RAILROAD RIGHT-OF-WAY

The Zoning Map Land Use Designations were used to calibrate our unit flow factors (Section 6 and Model Calibration Table 6.1) and the General Plan Map Land Use Designation was used to model our sewer system to identify any pipeline improvements that are required to support developments in accordance with the General Plan.

*Note: The City of Westminster updated its General Plan in the fall 2016.

Existing	DU			Sewer GPD	Proposed	DU			Sewer GPD	Differen
	DU	SF	Sewer GPD			DU	SF	Sewer GPD		
Mixed Use Civic Center	521	529,111	157,227	Mixed Use Civic Center	628	1,823,119	248,784	91,557		
Mixed Use Boulevard/Downtown	222	739,403	92,692	Mixed Use Boulevard/Downtown	951	604,110	268,907	176,214		
Mixed Use Corridor	263	316,758	81,851	Mixed Use Corridor	407	551,201	129,717	47,866		
Mixed Use Westminster Mall	0	1,195,000	59,750	Mixed Use Westminster Mall	824	1,296,070	271,628	211,878		
Mixed Use Little Saigon	855	1,293,522	279,281	Mixed Use Little Saigon	1,944	3,292,670	652,578	373,296		
Mixed Use Northwest District	811	0	203,561	Mixed Use Northwest District	1,060	673,075	299,714	96,153		
Additional Residential	26,697	0	6,700,947	Additional Residential	30,671	0	7,698,421	997,474		
Additional Non residential	300	7,957,222	473,161	Additional Non residential		10,823,013	541,151	67,990		
Totals	29,669	12,031,01	8,048,470		36,485	19,063,25	10,110,898	2,062,4		

GeneralGravity Flow System

A review of the District records revealed that the gravity flow lines are estimated to be about 30 to 65 years of age.

The structural condition assessment of Midway City Sanitary District's existing facilities was accomplished through inspection and analysis of all lines within the District's Gravity Collection System. The District also operates and maintains pump stations and force-mains. That element of the collection system was not included as part of this analysis.

The result of the CCTV inspection, which began in January 2014 and was completed in September 2014. In order to facilitate easy access to the information by District staff, the videos and reports have been consolidated onto the District's server.

The system was found to be very flat and velocities in the pipes are very low for much of the system. These factors contribute to reduced pipeline capacity by allowing grease and other deposits to collect in pipeline segments lacking the cleaning action of heavier velocity flows. These low velocity flows increase the need for regular cleaning and make the regularly scheduled cleaning an important part of the District's on-going maintenance program.

Another destructive condition that exists within the MSCD boundaries is a high water table that is influenced by the rise and fall of the tides. When the tide is in and the water table is high, the lines are susceptible to infiltration by groundwater and when the tide is out and the water level is low, the sewer system can allow exfiltration into the surrounding water-table.

Lift Station/Force Main System

By way of explanation and summary it should be noted here that the District currently operates and maintains four lift stations and 5,907 feet of force main sewer line. All four lift stations - Westminster, Hammon, Willow and Brookhurst are submersible stations and have guide rails to raise the pumps for maintenance or repairs.

Westminster, Hammon, Willow and Brookhurst Pump Station Facility Improvements were completed in April 2009. Converting the three dry-well stations (Westminster, Hammon and Willow) to submersible stations and rebuilding the Brookhurst Station. All stations are controlled by a Supervisory Control and Data Acquisition (SCADA) system.

The Westminster, Hammon and Willow Force Main Project were completed in June 2007. The project consisted of adding a dual force main system for both emergency use and capacity issues that may arise in the future.

Brookhurst force main was completed during the lift station improvements project and it's a single force main.

City of Westminster 2016 General Plan

Table 12 Proposed Condition Average Daily Sewer Flows

Land Use Designation	Number of Dwelling Units	Non-Residential SF¹	Proposed Average Daily Flow (GPD)²	Existing Average Daily Flow (GPD)	Change in Sewer Flows (GPD)	% Increase
1) Mixed Use Civic Center	628	1,823,119	248,784	157,227	+91,557	58%
2) Mixed Use Westminster Blvd/Downtown Corridor	951	604,110	268,907	92,692	+176,214	190%
3) Mixed Use	407	551,201	129,717	81,851	+47,866	58%
4) Mixed Use Westminster Mall Little Saigon	824	1,296,070	271,628	59,750	+211,878	355%
5) Mixed Use	1,944	3,292,670	652,578	279,281	+373,296	134%
6) Mixed Use Northwest District Residential	1,060	673,075	299,714	203,561	+96,153	47%
Additional Residential	30,671	--	7,698,421	6,700,947	+997,474	15%
Additional Non-Residential	--	10,823,013	541,151	473,161	+67,990	14%
Total	36,485	19,063,258	10,110,898	8,048,470	+2,062,428	+26%

1. Non-Residential includes commercial, retail and industrial land uses

2. Accounts for hotel rooms within the Mixed Use Marina and the Mixed Use Community Core.

Notes:

GPD gallons per day

SF square feet

Full implementation of the land use changes has the potential to increase sewer flows by 2.06 MGD within the project area to a total estimated demand of 10.1 MGD. The current conveyance capacity of the sewer system is 18 MGD highlighting sufficient capacity to handle increases in flows from the Westminster GPU at a city-wide scale. Individual lines still may be subject to capacity issues and will be analyzed at the individual project level to ensure specific sewer lines are upgraded based on project specific loadings. Figure 12 highlights areas that will experience increased sewer flows from land use changes. The increase in flows will be generally spread out among the Mixed-Use areas and scattered throughout the additional residential and non-residential areas.

General Overview

ADS Environmental Services was contracted to perform temporary flow monitoring and a Rain Dependent Inflow & Infiltration (RDII) analysis in the MCSD sanitary sewer collection system. This work was conducted for a period of 102 days from February 20, 2003 through June 1, 2003. The complete report is on file at the MCSD office.

One objective of the study was to quantify the amount of RDII entering sub-basins (Basins) within the collection system. These Basins were then prioritized based on the amount of RDII entering each along with recommendations to locate and quantify specific defects that allow extraneous flows to enter the system.

Their report provides an analysis of the rainfall impacts on the District's sewer system as well as evaluation of hydraulics and capacity at each of the flow monitoring sites during the flow study period.

In order to appreciate the significance and impact of Inflow and Infiltration (I/I) it is important to understand what the terms mean. The Water Environment Federation Manual of Practice provides an excellent explanation of Inflow and Infiltration.

“Infiltration and inflow (I/I) is a problem associated, with gravity flow piping systems. The term refers to extraneous flow that enters underground sewer pipes and imposes an undesirable hydraulic load on the sewer system. Infiltration sources include ground water infiltration, which may be prevalent year-round, and rainfall dependent infiltration and inflow, which is present during and shortly after rain events. Inflow is the extraneous flow that enters the sewers quickly through direct connections to the sewers. These direct connections are primarily through manhole covers, illegal connections such as surface or yard drains, roof drains and storm drain connections. However, indirect inflow can enter underground sewer pipes. Storm water exiting the storm sewer system through damaged pipes, non-watertight joints, and unsealed lift holes may follow nearby sanitary sewer trenches and enter through damaged pipe and non-watertight joints. House laterals or service connections are also acknowledged as a source of I/I. The length of the laterals is usually equal the length of the sewer serving the property. The lateral and its connection to the District owned system can be a source of problems for the District.”

I/I impacts have become increasingly apparent over the past several years as water treatment agencies have seen the treatment capacity of their facilities absorbed by water from outside the system.

It can be absolutely demonstrated that excessive RDI/I can have the following impacts on a collection system.

- Affect system performance by reducing collection system capacity.
- Increased probability of sanitary sewer overflows.

- Increase cost of wastewater treatment.
- Increase energy and maintenance costs for pumping facilities.
- Result in the need to “oversize” District facilities to accommodate I/I flows.

The Orange County Sanitation District (OCSD) estimates that the peak wet weather flow rate at their treatment plants is more than double the average daily flow.

In general, the increasing I/I is associated with the aging sewer pipes in the OCSD service area. A dramatic indicator of this is the fact that OCSD has seen the wet weather flow rates increase from 1.7 times the average flow in 1970’s to more than 2.0 times the average flow in 1995.

The significance of these increased flows is that more and more treatment plant capacity is being used to process non-waste water than ever before resulting in increased costs both monetarily and environmentally.

The severity of the I/I is noted by the following descriptions:

- Weeper-refers to water slowly ingressing the line (no visible drips)
- Dripper-refers to water dripping into the line but not a continuous flow.
- Runner-refers to water running into the line that is visible.
- Gusher-refers to the water entering the pipe “under pressure.”

The standard approach to repairing instances of I/I is to only address the more significant of the four classifications, namely “Runners and Gushers” and label them “Significant.”

Because of the age of the MCSD infrastructure, incidences of I/I were not unexpected. In total 38 locations were observed by the CCTV camera to be experiencing significant I/I. Three “gushers” and thirty-three “runners”. The remaining I/I locations (Weepers and Drippers) have been identified as part of the total list of defects.

Infiltration is also caused by incoming tides creating a high groundwater level and in the western portion of the District’s service area, this influence can be seen in the manholes where water levels rise or fall depending on tidal conditions.

Midway City Sanitary District’s I/I Reduction Plan

The Midway City Sanitary District, with the assistance of the Orange County Sanitation District’s Cooperative Projects Program, will complete rehabilitation and lining of all MCSD manholes that have evidence of infiltration by July 31, 2004. A sewer pipeline spot repair project and a pipeline relining project were also completed with the support of the OCSD Cooperative Projects Program.

Rehabilitation factors associated with infiltration are different than rehabilitation factors associated with structurally damaged pipe. The extent of structural rehabilitation problems typically can be defined by television inspection of the sewer. However, the required rehabilitation to control groundwater infiltration is influenced by the migrating capabilities of groundwater. Therefore, infiltration rehabilitation work may include sealing or making each sewer and service connection joint watertight the entire length of the sewer within a groundwater zone of influence. Rehabilitation might include chemically grouting each joint or relining the original sewer.

Recommendations to Further Reduce I/I

- Continue installing plugs on all manhole covers adjacent to curbs and in vee gutters and resealing all manhole covers whenever the manhole cover is opened.
- Sometimes, service connections are not available on the sewer at the desired location. Service connection installation via the “break-in” or “hammer tap” methods can cause pipe failure and line blockage and makes pipes vulnerable to infiltration and root intrusion.

Establish regulations to prohibit break-in service connections and require machine tapping and saddle-style or other factory-fabricated connections to be made as approved by the District.

- Old structures might be razed and the excavated land backfilled during property development. Typically, the sanitary sewer service is not properly disconnected and the new construction on the site requires a new service connection. Several generations of site reuse may result in multiple service connections. Inactive connections are a source of infiltration, insect and rodent infestation, and other possible maintenance problems.

Establish permit and design regulations that require abandoned services be disconnected and permanently plugged at the main.

- Require CCTV inspections of all existing sewer laterals and require repairs or replacement as necessary when any property within the District has a transfer of ownership, land-use or increase in residential density.
- Require CCTV inspections of all existing laterals for any new construction on all property when connection is to be made to the existing lateral and require repairs or replacement as necessary. As part of the occupancy permit process.
- Uncover and raise existing manholes to the surface or for manholes in landscape area to above the surface and provide accessibility to all manholes for routine inspection and to reduce surface water inflow.

ADS Flow Monitoring Study

ADS Environmental Services performed a temporary flow monitoring and a Rain Dependent Inflow & Infiltration (RDII) analysis of the MCSD sanitary sewer collection system for a 102 day period from February 20 through June 1, 2003. The collection system was divided into 25 basins comprised of 28 flow monitoring sites (three basins required an extra monitoring site). Flow monitors were placed at the outlet of each basin to accurately measure the total flow (Flow Monitoring Locations Exhibit 6.1). Rain gauges were also used to measure the volume and intensity of each rainfall event. Based on rainfall and flow measurements; ADS determined the following quantities for each basin: average daily flows, gross peak-hour flows, base infiltration estimates, rain dependent inflow and infiltration and performed a capacity analysis of the basin outlet pipelines. Rain related flows caused the ratio of depth of flow to diameter of pipeline (d/D) to exceed 1.0 on at least one occasion at 10 of the 28 monitoring sites. Six of those sites surcharged frequently, regardless of the rainfall. At five of the sites, full pipe conditions were indicated on a regular daily basis, indicating that the pipeline in the immediate area of the flow monitor is approaching its design capacity.

Base infiltration analysis concluded that 12 basins have infiltration flows that are greater than 1500 GPD/IDM, which is the upper allowance for existing systems per the Water Environment Federal (WEF), ASCE Standard.

As a result of the study, it was further noted that other capacity issues exist in the system. These are characterized by frequent surcharges (not wet weather related) and the system and operation at near full actual operational flow capacity. (ADS Environmental Services report dated August 2003).

Unit Flow Factors

Average dry weather week day flow quantities were used for model calibration. The basins monitored contain the major type of land uses. Each basin was delineated and then subdivided into areas (acres) according to land use. OCSD design coefficients were used as trial unit flow factors (gpd/acre) which were then multiplied by the gross area of each type of land use to obtain trial calculated flows. The factors were adjusted and the calculations repeated until a significant amount of the basins had an approximately equal value for the calculated and measured flows. The unit flow factors were used for modeling all basins. An adjustment of flow was made to those basins having a calculated/metered ratio of less than 1.0. Table 6.2 lists the flow factor used for modeling each basin.

Basins 9 and 22 contained calculated/measured ratios that were highly deviant from the rest of the sample ratios, thus their data was not used in determining unit flow factors.

The large deviation can be attributed to the bypass relief pipe installed to divert flow from MH 2265 to MH 2035 (Pacific Avenue and 14th Street).

TABLE 6.2**Flow Used For Modeling**

Basin No.	Calculated Flows	Adjusted Flows
1	X	
2	X	
3	X	
7	X	
15		X
16		X
18	X	
19		X
21		X
23		X
24	X	
27	X	
34	X	
35		X
39		X
42	X	
49	X	
57	X	
63		X
68	X	
69	X	

A comparison of the MCSD calibrated wastewater unit flow factors, the Orange County Sanitation District Flow Factors recommended in their January 2004 "Design and Construction Requirement for Sanitary Sewers" manual, Riverside, and American Water Works Association per capita flow factor are shown in Table 6.3 (Comparison of Flow Factors). A recent article from the American Water Works Association lists an average residential flow at 72.4 gpd. The MCSD calibrated flow factors for low and medium density residential uses are low compared to OCSD and Riverside, but are comparable to the flow factors used by the Anaheim and GGSD and do accurately represent MCSD.

TABLE 6.3**Comparison of Flow Factors
(gpd/acre)**

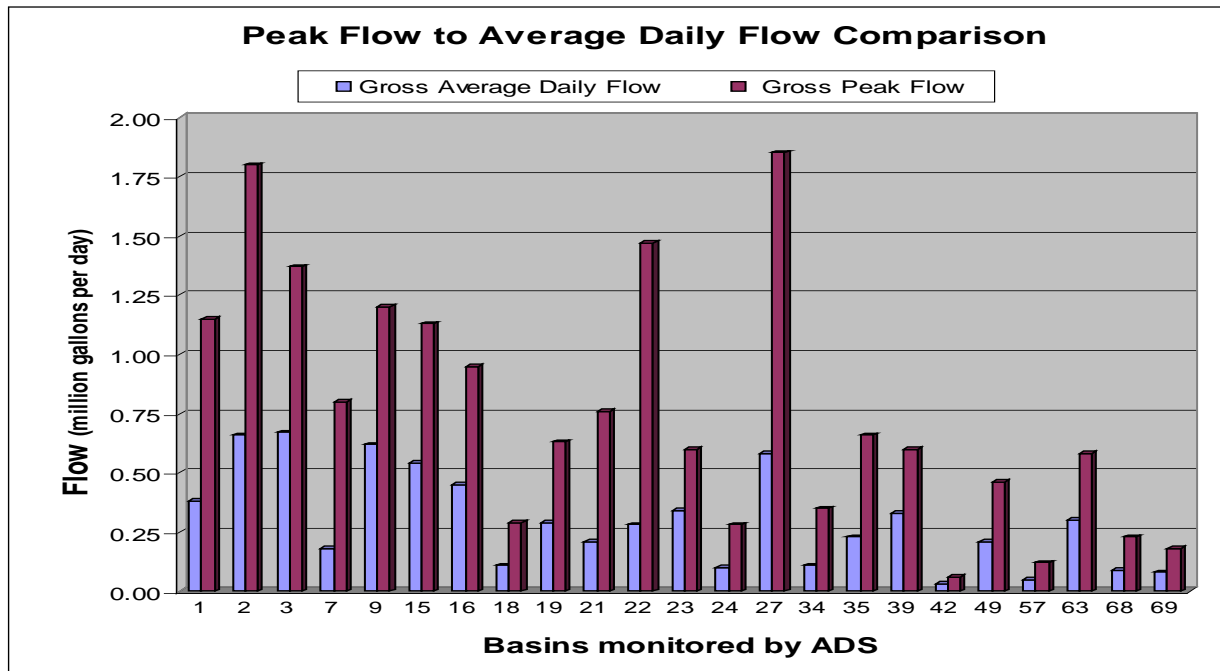
Ultimate Land Use Designations	OCSD Design Flow Factors	Riverside Per Capita Flow Factors 80 gpcd	AWWA / Anaheim 72.4 gpcd	Selected Unit Flow Factors
Residential - Low (4-7 du/ac)	1488	1120 (3.5/DU)	1013	1000
Residential - Medium (8-14 du/ac)	3451	1920 (3.0/DU)	1737	2000
Residential - High (15-25 du/ac)	7516	5000 (2.5/DU)	4525	5500
Commercial - Low Intensity	2262			900
Commercial - General Planned Development	2262			
Industrial	3167			600
Public / Semi-Public				
Park / Open Space	129			20
Flood Control Channel				
Electric Utility Right-of-Way				
Railroad Right-of-Way				

Peak Flows

Since peak flows are utilized in the design of gravity sewer pipe systems, it is appropriate to model sewer systems with peak flow loads. The simplest way to obtain peaking factors is to compare peak flows and average daily flows and calculate the mean peak flow to average daily flow ratio (Exhibit 6.2). Using this data, the average peak to average daily flow ratio was calculated to be 2.65. To simplify calculations, 2.5 was chosen as our peak flow factor.

General

Wastewater collection systems are typically evaluated on the basis of standardized criteria. The criterion that best measures a system's ability to convey wastewater is the depth of flow in the pipeline versus diameter of pipe (d/D) ratio. The District's design criteria require the d/D ratio to be equal to or less than 50% for 8" to 18" pipes. Every pipe in a network must be able to carry the most extreme flows (peak wet-weather flows) without surcharging the system. Sewer systems are modeled to analyze the overall performance of all pipes in a given network using the d/D ratio as the primary basis for determining capacity. The City of Westminster's General Plan Map Land Use, 1/14/2004 (Exhibit 3.3), was used to determine future land use. Calibrated unit flow factors were used to forecast the system's projected wastewater flows.

EXHIBIT 6.2**System Modeling**

System modeling was performed using SewerCAD modeling software in conjunction with AutoCAD. The majority of the effort in modeling involves careful layout and loading of the sewer system. The District's sewer system was graphically laid out on the District base map in AutoCAD using GPS survey data to ensure geographic accuracy. Then, basin by basin, the system is overlaid in SewerCAD. The system's physical properties were then incorporated into the system layout (e.g., manhole invert elevations, pipe material and pipe diameter) so that it accurately represented existing conditions. Then using the land use peak unit flow factors and land area, every sub-basin flow was entered at its tributary manhole.

$$\begin{array}{l} \text{Area of Land} \\ \text{(acres)} \end{array} \quad \text{multiplied by} \quad \begin{array}{l} \text{Land Use Peak Unit Flow Factor} \\ \text{(gallons per day / acre)} \end{array} = \text{flow} \\ \text{(acres)} \quad \times \quad \text{(gallons per day / acre)} \quad = \text{gallons per day}$$

After the flow from each sub-basin is entered into the computer, the pipe network is ready to be modeled. Upon running the model, sewer flow is generated throughout the sewer system. The simulation (model) calculates data such as: flow, depth-of-flow versus Diameter of pipe (d/D), velocity, head loss, etc.

Capacity deficiencies based on our particular design criteria of (d/D) can then be readily identified.

Capacity Assessment

The Haestad Methods Sewer CAD software program computer simulation generates pipeline data for each pipe segment in a basin. The data used to determine the flow carrying capacity of a pipeline is the depth of flow (d) and the diameter of the pipe (D). MCS D and OCS D design require a d/D ratio of 0.5 or less for pipe up to 18 inches in diameter.

Pipeline segments with a ratio greater than 0.50 are considered to be deficient. Review of the model results detected system deficiencies in 13 different locations found in basins 1, 2, 9, 10, 15, 16, 21, 22, 31, 35, 42, 49 and 55. Basin 10 is not included in this list. The following subsection provides a brief assessment and project description of each of the deficient basins in order of highest priority to least priority.

Highest Priority

Basin 22 Phase I Completed 2005; Phase II was completed in 2008

Before any modeling was performed on this basin, surcharge and backwater conditions were discovered by an inspection of manhole 2265 at the intersection of Pacific Avenue and 14th Street. Subsequent computer modeling confirmed the backwater conditions by reporting a d/D ratio in several downstream pipes ranging from 1.0 to 2.3.

This severe deficiency is caused by the following:

- The basin receives high quantities of flow from Garden Grove.
- The presence of adverse sewer pipe slopes in the system.
- High and medium density residential housing is present.

An upsizing project has been identified for this basin; a portion of the construction is expected to begin mid-2004. The proposed project calls for over 2300 feet of 12 inch pipeline to be upgraded to 18 inches, almost 1000 feet of 10 inch pipe line to be upgraded to 12 inches, and roughly 5,500 feet of 8 inch pipeline to be upgraded to 12 inches. The project starts downstream at the corner of Hoover Street and Main Street, proceeds north about 300 feet, turns east and runs along the southern edge of Webber Elementary School and Westminster School District and continues along 14th Street until it reaches Pacific Avenue. At this point the project branches out into two separate stretches of pipeline. The northern stretch runs north on Pacific Avenue and turns right on 15th Street. Then it heads east for roughly 800 feet, runs north and turns east on two alleys for about 800 feet. Next it runs north on Jackson Street and finally east on Westminster Boulevard until

it reaches Newland Avenue. The southern stretch runs south on Pacific Avenue from 14th Street to 13th Street. Then it continues east until it reaches All American Way.

Work was completed October 2008.

High Priority

Basin 2

The computer modeling revealed deficiencies in about 1300 feet of 10 inch line on Hammon Place between Harold Place and Westminster Boulevard that consequently needs to be upsized to a 12 inch line. The project also requires about 2900 feet of 8 inch line running on Westminster Boulevard from Hammon Place and heading north on Springdale to Navajo Road to be upsized to a 12 inch line. In addition, the computer modeling indicated that the d/D ranged from 1.0 to 4.0 in several pipes. The deficiencies are caused by large amounts of flow traveling through many flat and negative slopes.

This line segment is currently flowing at ½ pipe and is already a 12 inch line. Upsizing will not be needed at this time, for this basin area is built out and the line in question is a trunk line, capacity is determined to be three quarter pipe. Review of the line segment is to be annual.

This line is already a 12” line on Hammon Pl. and flowing at ½ pipe. The segment of pipe on Westminster is flowing at ¼ to 3/8 pipe and is in good condition.

If any work is to be done by the District, Its suggested splitting the basin at Westminster and Springdale (from manhole 399 to the OCSD trunk line just south of cross walk in the intersection Westminster Blvd. and Springdale Avenue) by tying line in both directions, it will reduce the flows and giving the Hammon Lift Station a valuable over flow protection.

Basin 1

The model revealed capacity deficiencies in the main line running south on Willow Lane from Westminster Boulevard to the Willow Pump Station. The deficiencies are attributed to roughly 22 acres of existing high density residential housing located upstream and the presence of relatively flat grades on the line running West on Westminster Boulevard. In addition, the computer modeling indicated that the d/D ratio exceeded 1.0 in several pipes. The proposed project requires over 1300 feet of 8 inch line to be replaced with 12 inch line.

District is looking at splitting this basin and making it two separate basins, this increasing the capacity and making the District's project less intrusive to the public. **Work was completed November 2008.**

Basin 9

Computer modeling revealed deficiencies in about 1300 feet of 10 inch line, running on Hazard Avenue from Cedarwood Street to Hoover Street. This is attributed to the existence of roughly 45 acres of high density housing. The computer modeling indicates that the d/D ratio exceeded 1.0 in only one pipe segment. The proposed project entails replacing the 10 inch line with 12 inch line.

This line segment is no longer at or above capacity due to a split in the basin during the phase I of the basin 22 project in 2005. Project is considered complete. However the City will incorporate this line segment in the Storm Drain Project in June 2009 and will upsize the sewer main from a 10 inch VCP to a 12 inch PVC, when it's relocated from the south side to the north side of Hazard Avenue.

(The County of Orange is financing the Project)

Work on the sewer main was completed August 2010.

Basin 15

Capacity deficiencies were found in almost 5000 feet of pipeline. These existing deficiencies will be exacerbated by over 20 acres of future planned development, flat slopes and an existing siphon. The resulting upsizing project calls for 1300 feet of 8 inch line to be replaced with 10 inch line, 1000 feet of 8 inch line to be replaced with 12-inch line, and approximately 2700 feet of 10 inch line to be replaced with 12-inch line. The project runs along Bushard Street from Edinger Avenue to Calendula Avenue. Then it heads east on Calendula Avenue and north on Begonia Street and through an easement. Next it branches out into two runs. The eastern run runs north on Bushard Street for about 200 feet. The western run heads east on McFadden Avenue until it reaches Swallow Lane, then it runs north for over a 1000 feet. The computer model indicates that the d/D ratio exceeded 1.0 in several pipe segments.

Project was completed in June 2010.

Basin 21

The computer model indicates that deficiencies were found in the 8 inch line running West on Hazard Avenue from Magnolia Street to Moran Street. In addition, the modeling indicates that the d/D ratio exceeded 1.0 on several locations. Since most of the basin is composed of single family homes, the deficiencies in this line are almost exclusively due to relatively flat slopes. The proposed project calls for the replacement of about 1100 feet of 8 inch line and about 60 feet of 10 inch line with a 12 inch line.

This line segment had been submerged in storm water run off in the rain events that occurred during the flow monitoring study, due to location of manholes approximately 3 feet off of curb face. District fixed the problem by adding duck seal around lids and plugs in each hole to prevent storm water infiltration.

Line is flowing at 3/8 pipe and only surcharges during storm event. Recommended fix replace manhole frames and covers with manhole frame and covers that will not allow infiltration from storm water from north curb on Hazard Avenue.

The District currently checking and sealing manhole frames and covers during annual maintenance activities and before rain events.

Basin 49

The model detected deficiencies in about 2000 feet of 8 inch sewer line running south on Edwards Street, west on Rochelle Avenue, and south on Willow Lane. The deficiency is caused by the existence of approximately ten acres of high density homes and relatively flat slopes. In addition, the computer modeling indicates that the d/D exceeded 1.0 in several locations. The project calls for replacement of this line with approximately 500 feet of 10 inch line and approximately 1500 feet of 12 inch line.

District is looking at splitting this basin and making it two separate basins, this increasing the capacity and making the District's project less intrusive to the public. **Work was completed November 2008.**

Medium Priority

Basin 35

The computer modeling indicates that deficiencies exist in 1300 feet of 8 inch line running West on Oasis Avenue from Magnolia Street. A d/D ratio of 1.0 was identified in one segment of pipe. The deficiencies in this basin are caused by the presence of flat slopes. The 8 inch line running West on

Oasis Avenue is proposed to be replaced with about 1300 feet of 12 inch line.

This line segment is currently flowing at half pipe. Upsizing will not be needed at this time, for this basin area is built out and the line in question is a trunk line, capacity is determined to be $\frac{3}{4}$ pipe. Review of this line segment is to be every 3 years.

Line segment is flowing at $\frac{3}{8}$ pipe and in good condition. Monitor line in the future to see if upsizing may be needed.

Date when monitoring was performed: April 8, 2005, April 25, 2008, March 23, 2011 and February 8, 2013

Basin 55

The computer modeling indicates that deficiencies exist in about 650 feet of 8 inch line, running south on Goldenwest Street from Bestel Avenue to Trask Avenue. This deficiency is caused by roughly 15 acres of existing high and medium density housing and relatively flat slopes. In addition, the d/D ratio reached 0.75 in one pipe segment. The upsizing project calls for the replacement of this entire line with 12 inch line.

This line segment serves approximately 500 homes and has been monitored for the past 5 years and at any given time pipe was flowing at $\frac{1}{4}$ pipe. Project is not valid and is considered complete.

Basin 42

The computer modeling indicates that the d/D ratio reached 0.86 in only one 350 foot segment of pipe. However, due to the location of this segment of pipe, it is necessary to upsize approximately 1300 feet of pipe. This deficiency is caused solely by the presence of flat slopes. The 8-inch line running south on Dillow Street is proposed to be replaced with approximately 1300 feet of 10 inch line.

This line segment is flowing at $\frac{1}{4}$ pipe, flow monitoring picked up what would be considered a partial stoppage. This line segment is being considered for a PVC liner. Liner was installed April 2008.

Project completed for \$15,500 during lining of hotspots project.

Low Priority

Basin 16

The computer modeling indicates deficiencies will occur in over 2700 feet of pipeline with the addition of 20 acres of future planned development. The proposed project calls for upsizing the 10 inch line along Mc Fadden Avenue and Marlborough Circle to 12 inches and an 8 inch line along Pickford Street to 10 inches.

Pickford is currently flowing at ¼ pipe and doesn't need to be upsized.

McFadden is flowing at 3/8 pipe, but upsizing the area mentioned by the engineer will create a bottle neck, going from 12" to 10" line currently on Brookhurst flowing to Margo.

This line segment will be re-evaluated every 3 years.

Date when monitoring was performed: April 8, 2005, April 25, 2008, March 23, 2011 and February 8, 2013.

Basin 31

Computer modeling indicates deficiencies were found in approximately 570 feet of 8 inch line. This deficiency is caused by approximately 50 acres of existing high density residential. The proposed project calls for the replacement of two pipes on Wyoming Street with 569 feet of 12 inch pipe.

This line is the final segment before the OCSD line intersects and is flowing at ½ pipe at this time. Monitor the line in the future to see if upsizing may be need.

This line segment will be re-evaluated every 3 years.

Date when monitoring was performed: April 8, 2005, April 25, 2008, March 23, 2011 and February 8, 2013.

Basin 27

District split this basin, making it two separate basins, to accommodate the OC Flood Control storm water project, this increasing the capacity and making the District's project less intrusive to the public. The District added 1200 feet of 8-inch PVC sewer main due to this project.

Project completed for \$113,903.16 in the spring of 2014.

Basin 25

Services the Westminster Mall which is private but the District owns 370 feet of 15-inch VCP sewer main on Edwards Street to Industry Way where it gravity flows into a 66-inch OCSD trunk main. The Westminster Mall future of mixed use and will increase sewer flows by 355% from 60 GPM to 272 GPM. The District has the capacity to handle this flow but will be reevaluated once the mixed-use project is submitted.

Closed Circuit Television

Closed Circuit Television (CCTV) Inspection is the technique whereby a small articulating camera device with a video connection is used to visually inspect lines that would generally not be accessible because of their size.

The goal of the TV inspection is to provide an unobstructed view of the interior of pipeline allowing the camera operation to identify, locate and evaluate structural defects or operation and maintenance problem areas.

The camera is centered in the middle of the pipe and moved through the pipe at a steady pace not to exceed 30 feet per minute and stopped whenever the operator observes a defect. The camera operator can rotate and focus the camera, increase and decrease lighting intensity to identify and quantify the defect. The operator then records the defect using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Criteria.

The scope of this Master Plan included contracting for the 2014 cleaning and CCTV inspection of approximately 169 miles of the District's pipelines.

The cleaning and CCTV inspection contractor, Performance Pipeline, delivered the inspection Mpeg videos and logs to MCSD staff for review of the data for structural defects and operational/maintenance defects.

Structural defects include such damage or defects as cracks, fractures, broken or collapsed pipe, joint offsets, and surface damage.

Operation and maintenance defects include such things as deposits, roots, infiltration, obstacles and obstructions. The condition of each reach of sewer pipeline between manholes or cleanouts was rated based on a grading system developed by NASSCO.

The priority and method of repair were assigned to the pipeline segments. The priority was defined using the following Pipe Condition Classification descriptions:

CCTV and Manhole Inspection

<u>Emergency</u> (1)	<p>Structural collapse, severe structural damage or obstruction is noticed and in the Engineer's opinion, emergency repairs should be initiated in order to prevent a sewage spill. Also severe inflow/infiltration is noted which is reducing available capacity and increasing risk of spills. Repairs should be initiated within 6 months.</p> <p>In instances where the inspection reveals the presence of heavy debris, major grease deposits or large root obstructions that significantly reduce capacity in the line, it is recommended that segment be cleaned and re-evaluated within 3-6 months.</p>
<u>Urgent</u> (2)	<p>Structural damage or other defect is noticed that is obviously and quickly leading to a failure condition. Such things as large fractures, heavy roots or pipe separation, severe joint offset trapping debris or contributing to inflow/infiltration or exfiltration, or severe corrosion where less than 50% of the pipe wall thickness is remaining. Complete the repair or rehabilitation within 6 months to two years.</p>
<u>Preventative Maintenance</u> (3)	<p>Non-threatening structural problems or other defects such as offset joints, fine to medium roots, small cracks and/or minor corrosion are observed. Schedule the line for cleaning and CCTV inspection within the next 3 years for re-evaluation and if problems worsen, schedule rehabilitation in the five year capital improvement program.</p>
<u>Routine Maintenance</u> (4)	<p>Inspection shows very minor structural damage, no notable offsets or other defects. Only regular scheduled maintenance is necessary with regard to cleaning and CCTV inspection.</p>

The methods of pipeline repair, rehabilitation, and/or replacement include:

Removal and Replacement	Primarily used when the existing conditions dictate that the new pipeline be reconstructed in the same location as the existing pipeline or when it is appropriate to construct the line in a new location.
PointRepair	Open cut to remove and replace a small portion of a pipe segment.
Trenchless Spot Repair	Accessing the pipeline defect through the pipeline and making a small repair.
Pipe Bursting	Trenchless technique used to "up size" pipelines in high traffic or environmentally sensitive locations as an alternative to remove and replace.
Relining	Trenchless technique to repair existing line.

Manhole Inspection

A non-entry inspection of manholes was made, in most cases by District staff, which entailed photographing the interior of manholes to identify defects and aid in rehabilitation decisions. The manhole inspection forms were completed on all inspected manholes which as of March 11, 2004 totaled 3399. This number is for manholes only and does not include cleanouts. The forms were then transmitted to DGA Consultants for evaluation.

Based on this information and other data gathered during inspections, manholes were graded in five classifications, i.e., very poor, poor, fair, minor and good Table 8.2 shows the criteria used in each of these classifications.

TABLE 8.2**MANHOLE CONDITION CLASSIFICATIONS**

A.	VERY POOR	SEVERE STRUCTURAL DAMAGE, EVIDENCE OF HEAVY INFILTRATION, POSSIBLE COLLAPSE MAY HAPPEN IN NEAR FUTURE.
B.	POOR	MODERATE STRUCTURAL DAMAGE WITH AGGREGATE AND/OR REINFORCEMENT VISIBLE, LEADING TO A FAILURE MECHANISM. MODERATE INFILTRATION.
C.	FAIR	LITTLE STRUCTURAL DAMAGE WITH SOME SURFACE DAMAGE DUE TO H ₂ S ATTACK. LITTLE INFILTRATION.
D.	MINOR	MINOR STRUCTURAL DAMAGE WITH MINOR SURFACE DAMAGE AND LITTLE OR NO INFILTRATION.
E.	GOOD	NO SIGNS OF STRUCTURAL DAMAGE OR SURFACE DAMAGE. NO INFILTRATION.

The District completed manhole rehabilitation in cooperation with OCSD Cooperative Project Program. The project was completed in 2004.

Since 2004, District sewer personnel visual inspects every manhole every 24 months during routine sewer line cleaning operations.

Structural, Operational, and Maintenance Assessment

MCSD received the CCTV videos and inspection reports from Performance Pipeline, reviewed the data and developed spreadsheets for each of the CCTV video tapes.

2014 CCTV inspection videos were reviewed which totaled nearly seven hundred thousand feet of sewer pipeline. One of the benefits from the cleaning and video inspection of the sewers was the identification of potential new hot spots. The District's staff is now able to give special attention to all the hot spots and therefore decreasing emergency calls.

Starting in 2005, the District has continuously done preventative maintenance cleaning operations on a regular basis to clean all lines and inspecting each manhole once every two years.

Table 9.1 is a list of Hot Spots prepared by District staff.

TABLE 9.1

Hot Spot List

STREET AND LOCATION

Ward & Flood control by McFadden clean north siphon
Ward & Melric west from Ward to Melric
Nottingham & Marlborough between houses to Cunningham **119ft** to siphon
Margo Lane westside alley north
Brookhurst south of Margo eastside slow lane clean siphon to fast lane.
Brookhurst & Margo clean from intersection east & west
McFadden & Belgrade clean east siphon
Donegal to Kennedy between houses in Garden Grove
Bushard south of Bolsa by curb on westside Clean east into mobil home park **125ft.**
Bushard & Robin westside of Bushard slow lane clean siphon eastside of bushard
Bushard & Calendula eastside of Bushard fast lane
Bushard & Stinson eastside of Bushard fast lane to westside fast lane siphon
Bushard & Westwood eastside of Bushard flood control siphon
Dalton & Oakcliff clean to Oakcliff siphon
Magnolia & Greenville westside of Magnolia middle lane
Magnolia & Bolsa westside of Magnolia middle lane in crosswalk
Magnolia north of Mcfadden westside fast lane into mobil home park siphon.
Kramer & Dillow Clean east
Bolsa & Dillow Clean north to Kramer
Magnolia & Bolsa northbound middle lane before Bolsa, clean to southbound lanes
Magnolia & Edinger eastside slow lane by bus stop shot to O.C. **29ft siphon**
Magnolia & Edinger eastside slow lane (Lava) to sidewalk, if clean to Lava **800lbs.**
Magnolia & Larkspur in center divider siphon

Magnolia & Emerald westside fast lane to slow lane eastside by bus stop siphon
8922 Sapphire & Diamond Clean west siphon
Edinger & Magnolia southside middle lane clean to gas station siphon
Maybrook & Edinger clean south to center Edinger **108ft.**
Orwell & Quartz next to crub clean flood control siphon
Newland & Oberlin westside fast lane clean flood control **90ft.** Siphon
Newland & Barry clean east
Woodruff & Wells flood control siphon
Neece & Elvira
Nantucket & Thorpe shoot east **300ft. Siphon**
8652 Bermuda shoot north to McFadden between houses **500ft.**
Wilson & Torchwood shoot east
Aspenwood & Tungwood clean north on Tungwood (drop manhole)
Ward & Melric Clean west on Melric
Moran&Bolsa Clean north on Moran
Magnolia & Oasis clean toward Oasis
Broohurst & Banbury 275ft
Apache & Edwards Clean west towards Edwards **300ft.**
Milton to OCSD
Edinger & Feltham shoot towards Feltham
Westminster alley & Newland between houses to Lomay
Jackson & 18th in intersection siphon
Beach & Trask 125ft. To Beach
Pacific & 15th west on 15th
Bolsa & Pacific clean south on Pacific
Bolsa & Beach clean west to pacific
Olive & main clean west on main & north on olive
Locust & Plaza Clean north to westminster
Maple & Village way clean north
Wyoming & pine Clean to Goldenwest **265ft.**
Westminster & Rondeau clean to Goldenwest **356ft.** & south on Rondeau
Westminster & Pine in front of liquor store clean to Goldenwest **300ft.**
Goldenwest & Natal Clean to Garden Grove Blvd
Goldenwest & Fenway middle lane clean east to Fenway siphon
Goldenwest & 21st (post office) fast lane clean north & south **325 ft.** to OCSD
Goldenwest & westminster clean north **Tommy burgers**
Goldenwest & Spruce clean east to Spruce
Goldenwest & Sowell (fish farm) clean east siphon
Georgetown & behind I Hop Clean north
Georgetown & Alley behind super market

Westminster & LaPat Clean east on westminster & North on LaPat

13751 Edwards clean into apartments

Hefley & Westbrigde flood control Clean backwards siphon

Sioux & Navajo clean east on Navajo

Sioux & Iroquois clean east on Iroquois

Springdale & Mahogany

Springdale & Ash clean east on Ash siphon.

Springdale & Fireside clean to Westminster **300ft.** & under freeway siphon

Westminster & Hammon clean west under flood control siphon

Trask & Edwards clean north on Edwards and east on Trask

The defect which is most prevalent of all in the District's system are instances of sags or low points between manholes. Defects of this type decrease the pipe capacity and raise the water level in the sewer system. This generally is the fault of flat terrain in this specific area of Orange County. Because of this condition, many of the sewer lines were of necessity constructed at or below minimum grade.

Tidal action and perched water levels in this area of the District also add to the problem by creating an environment that is conducive to settlement and possible pipe movement. Eliminating all or most of the sags would require the replacement of many thousands of feet of pipe which would be extremely cost prohibitive. We have noted the line segments with sags and recommend they be cleaned and CCTV inspected on a five year schedule to inspect for any further degradation that might cause structural or serious capacity problems.

Another area of concern is the amount of sewer pipe with excessive attached deposits such as grease and calcium, which build up and cause blockages or reduced capacity. We recommend the District develop a "FOG" Program to control fats, oils and greases and eliminate many of the problems at the source.

We have determined that there are 73 hot spots within the District's sewer system and many of these are the result of grease and other deposits that come directly from adjacent properties. The District has two sewer-cleaning crews, both in-house crews. Each crew performs "maintenance cleaning" or the routine cleaning of each of the lines according to the cleaning schedule and both crews works at the discretion of the Maintenance Supervisor to clean hot spots (on a monthly basis), washes out lift station wet wells (on a quarterly basis), responds to emergencies, and assists in the lift station preventative maintenance program (on a quarterly basis).

The primary goal of the Capital Improvement Program (CIP) is to provide the Midway City Sanitary District with a long-range planning tool for the implementation of its infrastructure improvements and repairs in an orderly and cost effective manner. The wastewater collection system, which includes pipelines, lift stations, force mains and other facilities are the largest assets a District owns. The current replacement value of the District's sanitary sewer system is approximately \$670 million. Both public and private wastewater companies are being challenged to meet new State and Federal regulations, increasing operating costs and the expectations of customers for higher standards of service, all with an aging infrastructure.

Preventive maintenance and rehabilitation projects extend the useful life of the system and result in associated costs that are significantly lower than the expense of emergency repairs or replacement.

Therefore, from the analysis described in the preceding sections, the following conclusions are drawn regarding the condition of the District's sewer collection system.

Capacity Deficiencies

Based on the hydraulic modeling of the District's 68 basins, the gravity collection system is found to be generally sized to accommodate both current and ultimate flows.

However, there are a total of 12 basins where the necessity for upsizing of certain sewer pipelines was identified.

Basins 1, 9, 15, 21, 22, and 49 were all identified in the August 2003 Flow Monitoring Report prepared by ADS Environmental Services as being deficient based on current flows. This was verified by the results of our model which also identified basins 2, 16, 31, 35, 42, and 55 as having deficiencies. Based on that information, a \$2,500,000 project to upsize portions of the sewer pipe line in basin 22 Phase I was completed July 2005 and Phase II was completed Fall 2008. MCSD was responsible for 80% of the cost of Phase I and 45% of the cost of Phase II.

Basins 1 and 49 were split in the winter of 2009 by installing one new manhole at each location. This was needed to make the tie with the Orange County Sanitation District manhole and successfully splitting the basins, which in return allows more capacity.

Basin 15 was completed summer of 2010.

The recommended upsizing requirements and current status for each of the 12 basins is shown in the following prioritized list of projects and is summarized in Table on 10.2.

Basin	Project Description	Cost
Basin 22	About 2300 feet of 12" line on running 300 feet north on Hoover and east along the edge of Webber Elementary School and the school district and 14 th St. needs to be upsized to an 18" line. Almost 1000 feet of 10" line running south on Pacific Ave. and east 13 th St. needs to be upsized to a 12" line. Roughly 5,500 feet of 8" line running north on Pacific Ave., east on 15 th St., north and east on an alley, and then east on Westminster Blvd. until Newland St. needs to be upsized to a 12" line.	Phase I \$2,500,000 completed Phase II \$2,310,000 completed
Basin 2	About 1300 feet of 10" line on Hammon Pl. between Harold Pl. and Westminster Blvd. needs to be upsized to 12". About 2900 feet of 8" line, running from Westminster Blvd. to Hammon Pl. and heading north on Springdale St. until Navajo Rd., needs to be upsized to a 12" line.	\$4,494,050 Alternative
Basin 1	About 1300 ft of 8" line on Willow Lane from Westminster Blvd. to the Willow pump station needs to be upsized to a 12" line.	\$84,360 completed
Basin 9	About 1300 ft of 10" line on Hazard St. from Cedarwood St. to Hoover St. needs to be upsized to a 12" line.	\$816,900 completed
Basin 15	About 2700 feet of 10" line on Bushard St., Begonia St., and an alley needs upsizing to a 12" line. Almost 1000 feet of 8" line on Mc Fadden Ave. and Bushard St. needs to be upsized to a 12" line. Finally, about 1300 feet of 8" line on Swallow Ln. from Mc Fadden Ave. to Bishop Pl. needs to be upsized to a 10" line.	\$2,249,377. 50 Completed
Basin 21	About 1000 feet of 8" line and 60 feet of 10" line both on Hazard St. from Magnolia St. to Moran St. need to be upsized to a 12" line.	\$891,800 Alternative
Basin 49	About 1500 ft of 8" line running south on Edwards, west on Rochelle Avenue, and then south on Willow Lane needs to be upsized to a 12" line.	\$63,230 completed
Basin 35	About 1300 feet of 8 inch line running west on Oasis Ave. from Magnolia St. needs to be upsized to a 12" line.	\$909,125 Monitor
Basin 42	About 1300 feet of 8" line on Dillow St. needs to be upsized to a 10" line.	\$15,500 completed
Basin 55	Over 600 feet of 8" line on Golden West St. from Trask Ave. to Bestel Ave. needs to be upsized to a 12" line.	\$441,775 Not needed
Basin 16	About 2000 ft of 10" line on Mc Fadden Ave. from Brookhurst St. to Marlborough Cir needs to be upsized to a 12" line. About 700 feet of 8" line on Pickford St. north of Cunningham needs to be upsized to a 10" line.	\$1,347,875 Monitor
Basin 31	Almost 600 feet of 8" line running east on Wyoming St. from Golden West St. needs to be upsized to a 12" line.	\$430,500 Monitor
Lift Station Project	Lift Station Facility Improvements project consisted of converting dry wells to wet wells, adding guide rails for easy pump removal and a new SCADA system for monitoring.	\$4,837,291 completed

The anticipated expenditure necessary to complete the upsizing projects listed previously is not needed at this time. The District has completed upsizing all deficient line segments within its sewer system.

During design of future upsizing projects for deficient basins “value engineering” criteria should be applied to ensure consideration of then current growth trends within the District in sizing new sewer lines.

Damaged/Deteriorated Sewers

The information from the 2014 CCTV work indicates that the total anticipated cost to repair all “Urgent” projects is \$424,000 and the total cost to repair all “Preventative Maintenance” projects is \$2,000,000 over the next 10 years.

Urgent repairs Project Completed 2005

Capital Improvement Program Summary

As shown in Section 2 the District is currently allocating on average \$200,000 annually for repairs and rehabilitations. If the District is financially able to continue that practice and include an inflation factor that is estimated at 4% per year, it appears that the necessary system rehabilitation work was accomplished in an appropriate manner.

The District should start to look at getting new sewage flow monitoring data for all its basins and re-CCTV all line segments within the District’s jurisdiction by 2024.

Fat, Oil, and Grease (FOG) Control Program

Studies by the District have identified the main causes of SSOs within the District and efforts have been prioritized to eliminate the causes. The Operations Manager keeps a running spreadsheet of the sewer spills and the Management and the field crews use the causes and locations to plan activities, programs and policies to eliminate the causes. The District has identified restaurant grease as the number one cause of sewer line blockages and spills.

The District has retained the firm of Environmental Compliance Inspection Services (ECIS) to manage its FOG program at a yearly cost of \$30,000. Approximately two staff members from ECIS perform exterior functions within the FOG program Grease Rendering Device inspections twice a year.

Public Education Outreach Program

The District's contractor ECIS talks with managers/owners of the FSE's about proper maintenance and operation of a Grease Control Devices inside the District.

Additionally, the District has made available, on its internet site, educational materials regarding Fats, Oils and Grease (FOG) and the sewer system. The site contains the following educational brochure that can be downloaded by the public:

- Homeowner's Guide to Sewer Lateral Maintenance.
- Sewage Spill Reference Guide.
- FOG Program Description (Grease Traps and Interceptors)
- FOG Check List
- Sewer System Do's and Don'ts
- Sewer Maintenance Activities

The District also issues annual calendar with information regarding keeping Fats, Oils and Grease (FOG) out of the sewer system.

FOG Disposal Plan

The District requires all new commercial construction and existing commercial properties that have been found responsible for previous SSOs to install appropriate grease-reducing devices, including grease interceptors. The interceptors are required to be inspected and pumped out by a licensed company on a regular basis.

Legal Authority to Prohibit Discharges to the System

A permit from the District is required to connect to, use or maintain a connection to the District's facilities (District Resolution 2008-03). The District also has the right to terminate a property from District's service (District Ordinance 63).

Fat, Oil, and Grease (FOG) Control Program

Every owner, tenant and persons using property shall have a duty not to cause, permit or allow the accumulation of grease in the District's sewer line so that sewage spills may occur. Such persons shall use reasonable methods to reduce grease accumulation in the District's sewer lines including but not limited to reducing or eliminating the grease that is deposited in the sewer and utilizing enzymes and similar products that prevent grease build-up. No person shall discharge grease into the sewer system so as to cause an accumulation in the District's lines so as to substantially contribute to the possibility of a sewage overflow (District Ordinance 63).

Cleaning Schedule for Sewer System Sections Subject to FOG Blockages

The District has identified a number of problem areas that are more prone to blockages and SSOs. These areas are typically inverted sewer siphons and areas with excess grease build-up. These enhanced cleaning areas, or 'hot spots', are shown on the GIS map and cleaned once a month.

Overflow Emergency Response Plan

The Overflow Emergency Response Plan (OERP) is developed as part of the MCSD Sewer System Management Plan. The purpose of the plan is to establish guidelines and measures to protect public health and the environment in case of an accidental overflow.

In the case of an overflow, MCSD shall dispatch the appropriate crews to investigate, identify the cause, and provide appropriate action to minimize the effects of the overflow on public health and quality of surface waters. The OERP further specifies the required notification and reporting that is necessary for local and state agencies.

Appropriate MCSD personnel will be required to read the OERP and familiarize themselves with the procedures. The OERP should be kept in an easily available location for all utility personnel and public access reference.

SSO Notification Procedures

Outside of regular business hours, the District's general phone numbers (714) 310-9004 or (714) 310-8654 has information on who to call for after-hours emergencies, and the Westminster Police Department Dispatch follows District / City procedures for SSO's. Because the majority of after-hours emergency calls for gravity sewer SSOs pertain to private small size sewers, the first responder should be the local plumber.

If the SSO backup is to be in a District sewer main, please call the MCSD Maintenance Crews who will respond with the District's combination jetting/vacuum sewer cleaning truck.

If there is a sewer alarm from one of the four sewer lift stations, the Supervisory Control And Data Acquisition (SCADA) lift station monitoring system alarm auto-dialer system is programmed to call the on-call personnel first then every employee starting with the Supervisor until alarm is acknowledged.

Appropriate Response to All Overflows

District policy is to respond to all spills within the District whether on public or private property and to take all steps possible to prevent the spills from reaching the storm drains, flood control channels, or waters of the State, all in accordance with the waste discharge requirements.

Organization of this document details the lines of authority and responsibilities of District personnel during an emergency. Because the District provides only sewer collection service and trash collection service, the District has equipment and manpower dedicated solely to sewer system maintenance, operation, and emergency response.

Regulatory Notification Procedures

If a SSO occurs, it is required that certain regulatory agencies be contacted. The following reporting criteria explain when notifications should be sent and the various forms that are required. Regulatory notification procedures are administered by the District's General Manager.

1) Oral Notification

As a first priority during a Category 1 sewer spill, District staff and field crews immediately notify the appropriate agencies (not later than two hours after becoming aware of the discharge) by phone that a spill has occurred following the direction to do so, such that reporting can be provided without substantially impeding cleanup or other emergency measures. The District follows the same procedure for Category 2 spills instead of depending on a written report as a means of notification, well within the requirement for Category 2 SSOs of reporting to the Online SSO Database within 3 days after the end of the calendar month in which the SSO occurs. The District follows the same procedure for Category 3 spills instead of depending on a written report as a means of notification, well within the requirement for Category 3 SSOs of reporting to the Online SSO Database within 30 days after the end of the calendar month in which the SSO occurs. The District also verbally reports all private property spills that are not fully recoverable immediately upon discovery.

Category 1 sewer spills are spills from the District's sanitary sewer system equal to or greater than 1,000 gallons or where the spill enters waters of the state or where the spill enters a storm drain system and is not recovered, and require notification to the appropriate State agencies. Each of the following must be notified in the case of a Category 1 and Category 2 sewage spill:

Orange County Health Care Agency
Environmental Health Department: 714/433-6419 or 714/433-6288

After Hours – Control 1 714/628-7008

Regional Water Quality Control Board –
Santa Ana Region: 951/782-4130
951/320-6362

Any discharge of sewage into or onto a waterway must also be reported to California Emergency Management Agency (CalEMA) (formerly OES):
CalEMA: 800/852-7550
Fax 916-262-1677

Overflow Emergency Response Plan**2) Written Report (CIWQS)**

The District reports all Category 1 and 2 spills within 3 business days as required in the Monitoring and Reporting Program. Category 3 spills are included in the monthly spill report. The District does not submit written reports of private property spills, only verbal reports when it is discovered a private property spill is not, and cannot be, fully contained. Where there are no public spills during the month, the District submits a monthly no-spill report. The District reports the spills in accordance with the on-line CIWQS reporting forms and State Water Resources Control Board Monitoring and Reporting Program No 2006-0003-DWQ (As Revised by Order No WQ 2013-0058-EXEC) SSO Reporting Timeframes.

Category Spill Definitions:

- Category 1 – Spills of any volume that reach surface water
- Category 2 – Spills greater than or equal to 1,000 gallons that do not reach surface waters
- Category 3 – Spills less than 1,000 gallons that do not reach surface waters

The District's Sewer System Lead Worker is responsible for overseeing the reporting process. The Sewer System Lead Worker receives the spill report from the field crew and drafts up the required report. The draft is then reviewed with the General Manager with consideration given to volume calculations, vacuum and wash down operations, cause of spill, timeliness of response, etc. After discussions are complete, the report is finalized. The General Manager transmits the spill report to the appropriate authorities. As required in the Monitoring and Reporting Requirements, the District also completes the annual questionnaire by the end of December each year.

Training Procedures

The role of each person during an emergency has been established and is clear and concise. The District has pre-established responsibilities for staff members that work concurrently with the field crews to provide an efficient response.

Field crewmembers are required to keep copies of the Sewer System Maps and the spill reporting form in each vehicle. If the emergency is during normal working hours, both field crews and the Lead Worker are working as appropriate to handle the emergency.

Program to Contain and Prevent Sewage Discharges to Surface Waters

The District shall continue to maintain one Sewer System Lead Worker three-man Sewer Maintenance crew, and one Lift Station Mechanic who are responsible for cleaning the system, maintaining the lift stations and for being the first responders in the event of a sewer main spill. During normal working hours, the response time is a few minutes and after hours the on call employees are usually on-scene within one-hour.

Overflow Emergency Response Plan

The District has two combination jetting/vacuum truck, traffic control equipment, one by-pass pump and hoses, and one trailer-mounted standby generators.

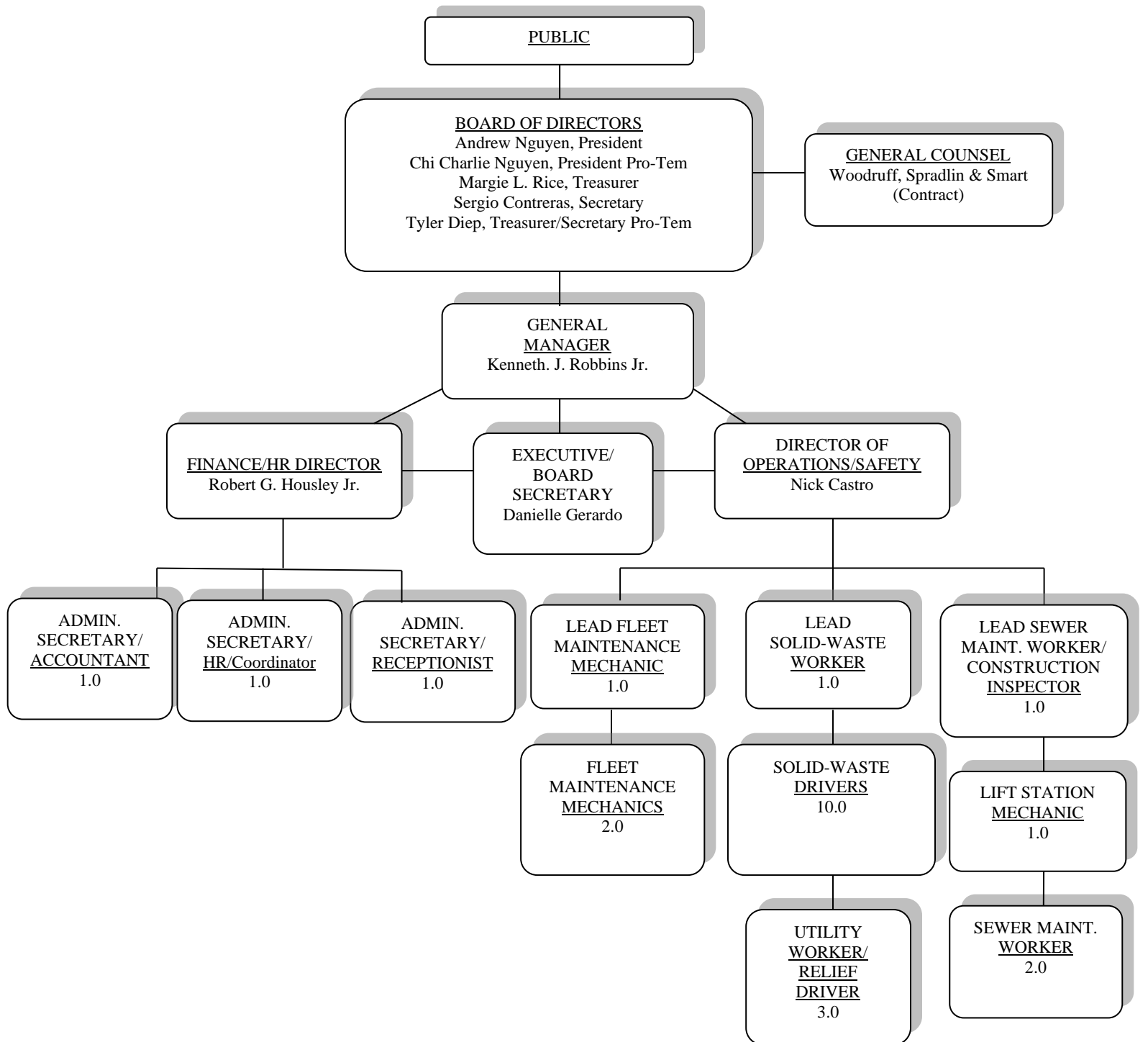
The District field crews are required to use mats to block the catch basin entrances to the storm drains and use the vacuum truck to vacuum up spills and the wash down water. The District also uses the storm drain system as a containment device if needed. The outlet to the storm drain is blocked and the spill and wash down water are vacuumed from the line.

The impact of spills is minimized by washing the spill down with water to the maximum extent possible. The Orange County Health Care Agency has requested that only fresh water be used because disinfectants pose their own problems. The District relies on the Orange County Health Care Agency (OCHCA) for monitoring water quality and posting beach closures. All spills are reported immediately to the OCHCA office.

The District uses the following four-step approach to private property SSOs that are discharging to the public right-of-ways:

- First, field crews block the storm drains so discharges will not enter the system. If they already have, the District may use the storm drain as a containment device and extracts the discharge and water used to flush the system from a downstream point in the system.
- Second, the District sandbags the public right-of-way to prevent further discharges from leaving the property.
- Third, the District tries to notify property owner or Management Company if they are on site and/or can be reached and directs them to hire an emergency plumber to clear the system. The District notifies the City of Westminster or County of Orange of the spill. The Midway City Sanitary District is only on-scene to assist the City of Westminster or County of Orange with a private sewer spill in efforts keeping the spill from entering the public-right-away and/or storm drain.
- Fourth, the City of Westminster is going to have their Water Department standby respond and contain the spill if they are the first responders as well as shut the water off to the private property. The will County of Orange contain the spill if they are the first responders. The District will then help clean up the spill at the curb / public-right-away and assist if needed in providing information for the final spill report to be completed and submitted by the City of Westminster or County of Orange.

Midway City Sanitary District Organizational Chart



Legal Authority

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

- (A) Prevent illicit discharges into its sanitary sewer system.
- (B) Require that sewers and connections be properly designed and constructed.
- (C) Ensure access for maintenance, inspection, or repairs for portions of the Sewer mains owned by the District.
- (D) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
- (E) Enforce any violation of its sewer ordinances.

Prevent Illicit Discharges into Sanitary Sewer System

The Sanitary District has the power to install sewers and enact regulations related thereto, including the prohibition of private sewer systems and requiring all inhabited property to be connected to District sewers (Health and Safety Code Section 6400 et seq.) Once exercised, a sanitary district's power is controlling over any general law city or county regulation pertaining to the same subject (Home Gardens Sanitary District v. City of Corona (2002) 116 Cal.Rptr.2d 638.)

A permit from the District is required to connect to, use, or maintain a connection to the District's facilities (Resolution 2008-03).

In the Midway city Sanitary District, illegal connections are usually connections to the sewer system by property owners who have drainage problems due to flat areas and low spots and who solve those problems by draining those areas to an inlet that is connected to the sewer system. When instances of these illegal connections are found, the property owner is required to immediately remove the connection.

Require that Sewer and Connections be Properly Designed and Constructed

Results of District-wide video inspection show that vitrified clay pipe will remain in excellent condition if proper construction practices are followed. Providing continuous inspection during the installation procedure insures the proper construction practices are followed. Continuous inspection of other utilities being installed in the vicinity of the sewer lines insures proper protection methods are provided for the sewer lines and lengthens the life expectancy of the lines.

All sewer construction must be in accordance with District standards (District Ordinance 10).

Legal Authority

The Sanitary District has its Standard Plans and Specifications for the Construction of Sanitary Sewers that insures the sewer lines and connections are properly designed and constructed. The District's specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction (Green Book), which assists in insuring proper design and construction of sewer facilities.

Maintenance, Inspection, or Repairs of Sewer Laterals

The Midway City Sanitary District does not own or maintain the sewer laterals within the District boundary. By ordinance, the sewer laterals, even when located within public streets remain private and are owned and maintained by the property owner (District Ordinance 13).

Limit the Discharges of Fats, Oils, and Grease and Other Debris that may Cause Blockages

Every owner, tenant and persons using property shall have a duty not to cause, permit or allow the accumulation of grease in the District's sewer line so that sewage spills may occur. Such persons shall use reasonable methods to reduce grease accumulation in the District's sewer lines including but not limited to reducing or eliminating the grease that is deposited in the sewer and utilizing enzymes and similar products that prevent grease build-up. No person shall discharge grease into the sewer system so as to cause an accumulation in the District's lines so as to substantially contribute to the possibility of a sewage overflow (District Ordinance 63).

No Food Service Establishment shall discharge into the District's system without obtaining a permit from the District describing the business operations and discharge and any FOG prevention measures being undertaken or to be undertaken to reduce the discharge of FOG into the District's system in accordance with (District Ordinance 63).

As stated earlier, the District has the legal authority to control discharges to the sewer system for all sewer facilities located on private property that are outside any structures located on the property. This authority allows the District to require grease interceptors, as by Code the interceptor is located outside the building. The legal authority for plumbing fixtures inside a building rests with the local agency building department. The Sanitary District has been working with the Building Officials within the District's service area (Westminster and Orange County) to urge adoption of FOG reduction policies, which will be consistent with the goal of removing FOG from the sewer system.

The District controls the discharge of other debris into the sewer system through its ordinances and through the ordinances of the Orange County Sanitation District, whose regulations prohibit unapproved debris from being discharged into the system. Both the Midway City Sanitary District and the Orange County Sanitation District only allow discharges from permanently install plumbing fixtures unless authorized by special discharge permit.

Legal Authority

Joint use of sewerage facilities agreement between Garden Grove Sanitary District and Midway City Sanitary District, dated April 14, 1997 (Exhibit 6)

CAPACITY RIGHTS: Garden Grove Sanitary District hereby grants to Midway City Sanitary District, and Midway City Sanitary District grants to Garden Grove Sanitary District rights so long as capacity is available in the shared sanitary sewers.

MAINTENANCE: Garden Grove Sanitary District and Midway City Sanitary District agree to maintain the portions of the shared sanitary sewers, which lie in their jurisdiction in good condition and in at least the same manner and at the same frequency as all other comparable sanitary sewers maintained by Garden Grove Sanitary District and Midway City Sanitary District.

REPLACEMENT OR REPAIR OF SHARED SANITARY SEWERS: Both parties acknowledge and agree that the shared sanitary sewers have a finite life and that eventually, due to damage or deterioration, all or portions of the shared sanitary sewer may need to be replaced.

FUTURE SANITARY SEWERS: It is anticipated that future development in the tributary area may lead to a situation in which there is not adequate capacity, in the shared sanitary sewers.

Consent agreement for construction and maintenance of eight-inch sewer main through storm drain on Newland cross street Oasis, dated March 25th, 2008. (Exhibit 7)

The City of Garden Grove plans to install the Master Plan Storm Drain Line B-5 in Newland Street. The design requires two hundred (200) lineal feet of 5'H x 12'W reinforced concrete box, which will be in conflict with the existing sewer main on Newland Street and Oasis Street.

To alleviate this issue, this PROJECT will cause construction of ninety five lineal feet of 10-inch PVC C900, CL200 sewer pipe, two 48-inch manholes, and reconstruction of approximately forty feet of 8-inch sanitary sewer line, a portion of which goes through twelve lineal feet of stainless steel sewer casing in Newland Street. The casing is required to protect the existing Oasis Street sewer main while traversing through the reinforced concrete box. In addition, the PROJECT consists of removing one hundred twenty five (125) lineal feet of interfering sewer lines and two manholes.

This indemnification includes, without limitation, threatened, actual, or alleged dispersal, release or escape of any substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structure and/or any above or below ground watercourse or body of water proximately, defects in workmanship or materials and/or

Legal Authority

design defects by GARDEN GROVE or its employees, officers, agents and contractors, including CONTRACTOR, for the presence on or activities conducted at or relating to the PROJECT as such relates to the MCSD FACILITY, including, without limitation, arising from and directly related to any negligent and/or willful acts, errors and/or omissions of GARDEN GROVE or its employees, officers, agents and contractors, including CONTRACTOR, under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require GARDEN GROVE to indemnify MCSD from any claim arising from or due to the negligence or willful misconduct of MCSD or any of its officers, employees, contractors, or agents. Notwithstanding the foregoing, the indemnification, defense, and hold harmless obligations of MCSD

Basic accommodations agreement between the Midway City Sanitary District and the City of Fountain Valley, dated March 5, 1963 (Exhibit 8)

THIS AGREEMENT made by and between the MIDWAY CITY SANITARY DISTRICT, hereinafter called the DISTRICT, and the CITY OF FOUNTAIN VALLEY, hereinafter called CITY, on the 5th day of March, 1963.

THE PURPOSE of this agreement is to provide sewerage facilities for the area hereinafter described so as to benefit the area lying within the DISTRICT and the area lying within the CITY. (Edinger Avenue, Brookhurst to Bushard)

Water Emergency Response Organization of Orange County (WEROC) agreement (Exhibit 9)

An agreement with Orange County water community for the purposes of coordinating an emergency response by all Orange County water agencies in the event of an earthquake, flood, fire, or other regional disaster.

Standards for Installation, Rehabilitation and Repair

The District requires all new or rehabilitated sewer installations be tested and inspected and a permit is required for such connections. The primary design and performance standards the District uses in design and installations of new sewer systems are:

- The Midway City Sanitary District Standard Plans and Specifications for the Construction of Sanitary Sewers
- Standard Specifications for Public Works Construction ("Green Book").

The standards listed above outline construction specifications for installing new sewer systems, lift stations, and other appurtenances; and for rehabilitation and repair of existing sewer systems. Design criteria include specifications for items such as pipe materials, minimum sizes, minimum cover, strength, minimum slope, trenching and backfill, structure standards, and other related provisions. All new construction, rehabilitation, or repair of the sanitary sewer system adheres to these standards.

Additionally, the District has standardized its use of equipment in the lift stations for ease of maintenance and replacement. This includes the pumps, liquid level indicators, electrical components, valves, piping and telemetry. The District is monitoring the field of no-dig pipeline rehabilitation as advancements are continually being made. The Sanitary District considers no-dig technology to be the future answer to pipeline rehabilitation as systems reach their life expectancy. Parts of the Sanitary District's system will be 100 years old in 2050 and although vitrified clay pipe may have a life expectancy far greater than 100 years, the District is planning on no-dig rehabilitation methods to be the standard rehabilitation practice and will be developing construction standards as methods are perfected.

Standards for Inspection and Test of New and Rehabilitated Facilities

The District's standard public works contract provides the work is not placed into service and accepted by the Board of Directors until inspection and testing is completed. Additionally, no dedication will be accepted and no tie into District facilities will be allowed where the District has not approved the plans and drawings and has not inspected the project during its course of construction.

The District provides continuous inspection during the construction of sewer facilities and believes that proper installation is the key element to insure proper operation and maximum life expectancy. Inspection and testing of new or rehabilitated facilities ensures that the established standards are being implemented in the field. Acceptance testing for gravity sewers can include: low pressure air test or water test to identify leakage, mandrel test to identify deflection of flexible pipe, and television inspection to identify grade variations or other construction defects. MCSD adheres to these standards for inspection and testing of new or rehabilitated facilities that are outlined in the above listed standards.

**EXHIBIT 1
MIDWAY CITY SANITARY DISTRICT
SEWER SYSTEM**

Force Main (F) Gravity (G)	Diameter (inches)	Total Length (feet)	Material	Age Range
Force Main (F)	8	1,563	PVC	2007
Force Main (F)	10	1,330	PVC	2007
Force Main (F)	12	3,014	PVC	2007
Gravity (G)	8	829,822	VCP	1954-1998
Gravity (G)	10	24,886	VCP	1970-1995
Gravity (G)	12	13,383	VCP	1960-1995
Gravity (G)	15	370	VCP	1974
Gravity (G)	18	2,503	VCP	1956-2007
Gravity (G)	8	4,948	PVC	2003-2013
Gravity (G)	10	943	PVC	2003-2009
Gravity (G)	12	5,720	PVC	2005-2009
Gravity (G)	15	4,554	PVC	2010
Gravity (G)	18	2,170	PVC	2007-2010
Gravity (G)	10	60	DIP	2003
Gravity (G)	12	843	HDPE	2005
Gravity (G)	18	2,323	HDPE	2005

Total feet of Gravity pipe 892,525
Total feet of Force Main pipe 5,907

Total feet of pipe 898,432

Inverted siphons 33
Manholes 3400
Septic Tanks 0
Service Area Square miles 10.4
Miles of Gravity pipe 169.04
Miles of Force Main 1.12
Total Miles of Pipe 170.16

Total number of connections 34,893
Total Number of Easements 227
Total Number of Special Agreements 339

LIFT STATIONS

5121 Westminster Submersible Gated
14240 Hammon Submersible Gated
14240 Willow Submersible
14915 Brookhurst Submersible

Collection System ID number (WDID)
8SSo10588
Collection System Name
Midway City SD CS

EXHIBIT 2
SEWAGE SPILLS JULY 2002 TO PRESENT

DATE	ADDRESS	GALLONS RECOVERD	TYPE	NOTES
7/2/2002	15622 Brookhurst	800 gal.	750 gal.	private
7/11/2002	8952 Sapphire	12 gal	12 gal.	
7/18/2002	14500 Brookhurst	30 gal.	30 gal.	
7/27/2002	15931 Lava	75 gal.	50 gal.	
9/18/2002	6234 Industry way	500 gal	300 gal.	private
9/27/2002	14931 Dillow	300 gal.	200 gal.	
11/6/2002	9191 Bolsa	100 gal	100 gal.	
11/24/2002	15392 Jackson	50 gal.	50 gal.	private

TOTAL GALLONS OF ALL SPILLS IN 2002 1867
TOTAL GALLONS RECOVERD 1492
MCSD TOTAL GALLONS SPILLED 505
MCSD TOTAL GALLONS RECOVERED 392

1/1/2003	15202 Tungwood	150 gal.	150 gal.	
1/4/2003	9031 Trini cir.	50 gal.	50 gal.	
1/23/2003	9031 Bolsa	20 gal.	20 gal.	
2/7/2003	15123 Brookhurst	600 gal.	300 gal.	private
2/9/2003	9571 Madison cir.	300 gal.	250 gal.	
3/4/2003	8308 Westminster	5 gal.	5 gal.	
3/11/2003	8755 Bolsa	100 gal.	100 gal.	
3/12/2003	14852 Wilson	500 gal.	400 gal.	
3/30/2003	9001 Bolsa	300 gal.	200 gal.	
4/10/2003	8922 Sapphire	50 gal.	40 gal.	
5/7/2003	14931 Dillow	100 gal.	80 gal.	
5/12/2003	8265 Maureen condo's	30 gal.	30 gal.	private
5/20/2003	13401 Edwards	10 gal.	10 gal.	private
6/13/2003	14812 Stonehedge	375 gal.	325 gal.	private
6/14/2003	13072 Edwards	50 gal.	50 gal.	
6/30/2003	9702 Bolsa	80 gal.	70 gal.	private
7/25/2003	10161 Bolsa	50 gal.	50 gal.	private
7/30/2003	14800 Brookhurst	100 gal.	80 gal.	

was slip lined in 2007

was slip lined in 2007

TOTAL GALLONS OF ALL SPILLS IN 2003 2870
TOTAL GALLONS RECOVERD 2210
MCSD TOTAL GALLONS SPILLED 1725
MCSD TOTAL GALLONS RECOVERED 1425

EXHIBIT 2
SEWAGE SPILLS JULY 2002 TO PRESENT

DATE	ADDRESS	GALLONS RECOVERD		TYPE	NOTES
3/31/2004	15450 Beach Blvd.	20 gal.	20 gal.	private	
4/27/2004	14000 Goldenwest	20 gal.	20 gal.	private	
6/21/2004	14352 Beach Blvd.	100 gal.	80 gal.		
7/3/2004	13802 Milton	100 gal.	95 gal.		
12/13/2004	14450 Hoover	80 gal.	60 gal.		
12/16/2004	14014 Magnolia	125 gal.	100 gal.	private	
TOTAL GALLONS OF ALL SPILLS IN 2004		445			
TOTAL GALLONS RECOVERD		375			
MCSD TOTAL GALLONS SPILLED		280			
MCSD TOTAL GALLONS RECOVERED		235			
5/17/2005	14919 Dillow	80 gal.	80 gal.		
5/28/2005	6212 Chinook	1800 gal.	1600 gal.		
10/18/2005	13912 Edwards	100 gal.	100 gal.		
TOTAL GALLONS OF ALL SPILLS IN 2005		1980			
TOTAL GALLONS RECOVERD		1780			
MCSD TOTAL GALLONS SPILLED		1980			
MCSD TOTAL GALLONS RECOVERED		1780			
4/16/2006	15091 Pacific st.	100 gal.	100 gal.		
TOTAL GALLONS OF ALL SPILLS IN 2006		100			
TOTAL GALLONS RECOVERD		50			
MCSD TOTAL GALLONS SPILLED		100			
MCSD TOTAL GALLONS RECOVERED		50			
1/9/2007	5832 Camphor	270 gal.	270 gal.		
3/31/2007	9171 Storm	27 gal.	27 gal.		
4/23/2007	9372 Oasis	225 gal.	175 gal.		
10/29/2007	Trask and Edwards	90 gal.	90 gal.		
TOTAL GALLONS OF ALL SPILLS IN 2007		612			
TOTAL GALLONS RECOVERD		562			
MCSD TOTAL GALLONS SPILLED		612			
MCSD TOTAL GALLONS RECOVERED		562			

Force Main Was replaced in 2007

Force Main Was replaced in 2007

EXHIBIT 2
SEWAGE SPILLS JULY 2002 TO PRESENT

DATE	ADDRESS	GALLONS RECOVERD		TYPE	NOTES
2/27/2008	8142 Jackson and Westminster	50 gal.	50 gal.		line was replaced summer of 2008
3/4/2008	8522 Oasis Avenue	40 gal.	35 gal.		
3/8/2008	10052 Premier avenue	168 gal.	100 gal.		
10/10/2008	13072 Edwards Street	200 gal.	200 gal.		
TOTAL GALLONS OF ALL SPILLS IN 2008		458			
TOTAL GALLONS RECOVERD		385			
MCSD TOTAL GALLONS SPILLED		458			
MCSD TOTAL GALLONS RECOVERED		385			
1/3/2009	14942 Moran Street	75 gal.	75 gal.		
7/15/2009	7032 Natal Street	100 gal.	100 gal.		
8/13/2009	14682 Newland Avenue	100 gal.	100 gal.		
TOTAL GALLONS OF ALL SPILLS IN 2009		275			
TOTAL GALLONS RECOVERD		275			
MCSD TOTAL GALLONS SPILLED		275			
MCSD TOTAL GALLONS RECOVERED		275			
1/2/2010	9922 Bolsa Avenue	100 gal.	100 gal.	private	
1/9/2010	14081 Magnolia Street (Prado Ver	2000 gal.	1200 gal	private	
1/24/2010	9342 Oasis Avenue	500 gal.	180 gal		
1/27/2010	14814 Bushard Street	45 gal.	45 gal	private	
1/28/2010	14142 Hoover Street	25 gal	25 gal	private	
11/13/2010	14875 Brookhurst Street	50 gal,	50 gal		
12/1/2010	8652 Oasis Avenue	100 gal.	100 gal.		
12/12/2010	9571 Madison Circle	50 gal.	50 gal		
TOTAL GALLONS OF ALL SPILLS IN 2010		2870			
TOTAL GALLONS RECOVERD		1750			
MCSD TOTAL GALLONS SPILLED		700			
MCSD TOTAL GALLONS RECOVERED		380			

EXHIBIT 2
SEWAGE SPILLS JULY 2002 TO PRESENT

DATE	ADDRESS	GALLONS RECOVERD	TYPE	NOTES
5/29/2011	Hefley and Milton	25 gal	25 gal	
7/21/2011	10487 Bolsa Ave	100 gal	100 gal	private
8/9/2011	8340 Wells Road	10 gal.	10 gal	
9/4/2011	8675 Brooke Drive	100 gal.	50 gal.	
TOTAL GALLONS OF ALL SPILLS IN 2011		235		
TOTAL GALLONS RECOVERD		185		
MCSD TOTAL GALLONS SPILLED		135		
MCSD TOTAL GALLONS RECOVERED		85		
8/3/2012	6381 Kiowa Road	50 gal.	50 gal	
12/2/2012	13841 Richardson Way	50 gal.	50 gal.	
TOTAL GALLONS OF ALL SPILLS IN 2012		100		
TOTAL GALLONS RECOVERD		100		
MCSD TOTAL GALLONS SPILLED		100		
MCSD TOTAL GALLONS RECOVERED		100		
8/25/2013	14682 Newland Street	20 gal	15 gal.	
TOTAL GALLONS OF ALL SPILLS IN 2013		20		
TOTAL GALLONS RECOVERD		15		
MCSD TOTAL GALLONS SPILLED		20		
MCSD TOTAL GALLONS RECOVERED		15		
1/20/2015	9001 Yermo Way	100 gal	100 gal.	
TOTAL GALLONS OF ALL SPILLS IN 2015		100		
TOTAL GALLONS RECOVERD		100		protruding lateral removed on 2-17-2015
MCSD TOTAL GALLONS SPILLED		100		
MCSD TOTAL GALLONS RECOVERED		100		

EXHIBIT 2
SEWAGE SPILLS JULY 2002 TO PRESENT

9/25/2016	10091 Beverly Lane	50 gal	0 gal.	
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TOTAL GALLONS OF ALL SPILLS IN 2016	50	
TOTAL GALLONS RECOVERD	0	bags
MCSD TOTAL GALLONS SPILLED	50	
MCSD TOTAL GALLONS RECOVERED	0	

10/2/2017	14852 Dillow and Kramer	500 gal	200 gal	
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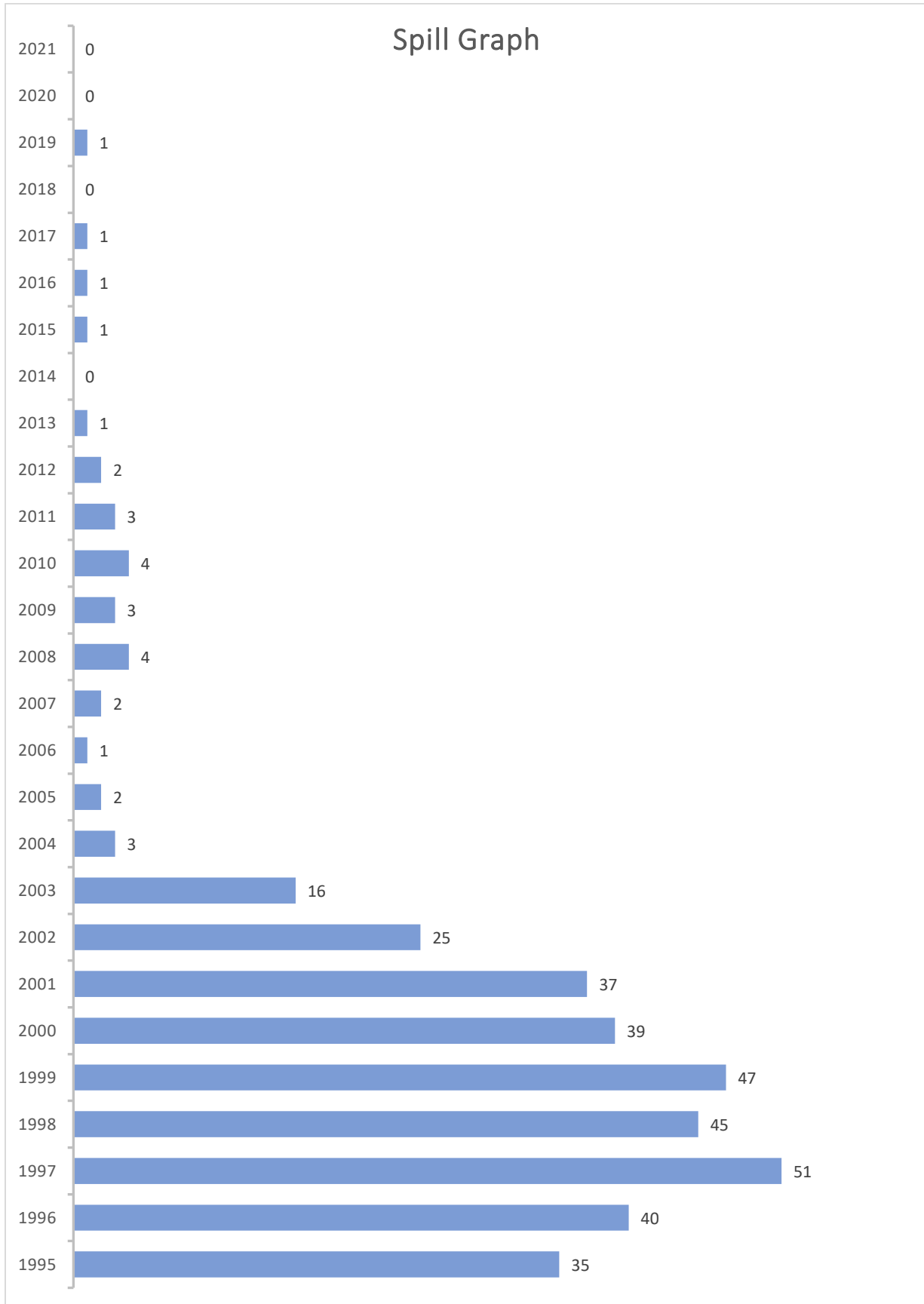
TOTAL GALLONS OF ALL SPILLS IN 2017	500	
TOTAL GALLONS RECOVERD	300	Grease
MCSD TOTAL GALLONS SPILLED	500	
MCSD TOTAL GALLONS RECOVERED	300	

12/21/2019	13800 Milton Avenue	300 gal	100 gal	
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TOTAL GALLONS OF ALL SPILLS IN 2019	300
TOTAL GALLONS RECOVERD	200
MCSD TOTAL GALLONS SPILLED	300
MCSD TOTAL GALLONS RECOVERED	200

TOTAL GALLONS SPILLED SINCE JULY 2002 IN MCSD SEWER MAINS	7840 GALLONS
TOTAL GALLONS RECOVERD AND RETURNED SINCE JULY 2002 TO MCSD SEWER MAINS	6438 GALLONS
TOTAL GALLONS RELEASED INTO THE ENVIRONMENT SINCE JULY 2002	1402 GALLONS

EXHIBIT 3



**EXHIBIT 4
SPILL EMERGENCIES CONTACT LIST**

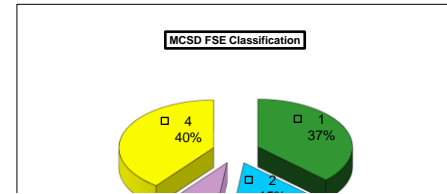
Organization	Telephone	Cellular	Remarks	Pager
O.C.Health Department: business hours	714-433-6419			
	714/433-6288 or 714/433-6284		Private property spills	
	714-433-6286			
	714-433-6287		Public ROW spills	
O.C.Health Department: <i>off business hours</i>	714-628-7008			
Santa Ana Regional Water Quality Control Board: business hours	951-782-4130			
Santa Ana Regional Water Quality Control Board: <i>off business hours</i>	915-782-4130 or OES 800-852-7550			
Midway City Sanitation District: business hours	714-893-3553			
Midway City Sanitation District: <i>off business hours</i>	714-310-9004 or 714/310-8654			
Field Ops./Sewer	714-325-3606			
Supervisor	714-310-8653			
General Manager	714/893-3553	714/310-2313	Home - 714/894-1927	
County of Orange (Public Works): business hours				
storm drain/flood channel facility owners	714-955-0600			
24 hour hotline	877-897-7455			
County of Orange (Control 1): <i>off business hours</i>	714-628-7008			
City of Garden Grove : business hours	714-741-5395			
City of Garden Grove : <i>off business hours</i>	714-741-5704			
City of Fountain Valley: business hours	714-593-4600			
City of Fountain Valley: <i>off business hours</i>	714-593-4484			
City of Huntington Beach: business hours	714-960-8861			
City of Huntington Beach: <i>off business hours</i>	714-960-8830: P.D.			
City of Seal Beach: business hours	562-431-2527 ext 17			
City of Seal Beach: <i>off business hours</i>	562-799-4100			
City of Westminster: business hours	714-548-3686 or 714-548-3687			
City of Westminster: <i>off business hours</i>	911		Haz Mat Spill (Fire to Respond)	
City of Westminster: Dispatch	714-548-3212		Use for sewage spills. P.D. will contact Code Enforcement	
City of Westminster: Watch Commander	714-548-3767			
City of Westminster: Code Enforcement	714-548-3478	714-231-0750		
City of Westminster: NPDES Inspector	714-548-3472	714/231-3965 or 949/331-2602	After Hours: see attache	Home-949/858-3348
OES: Office of Emergency Svcs: business hours	800-852-7550			
Orange County Fire Authority: OCFA	714-573-6522		24 Hour number to the ECC alternate-comm through Watch Commander	
Control 1	714-628-7008			
Caltrans	949-936-3600		24 hours	
California Highway Patrol	714-567-6000			

YEAR 2021		
	Events per Month	Running Total
Jan		
Feb		
Mar	227	227
Apr		
May		
Jun		
Jul		
Aug		

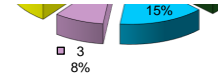
Total Lids: 362

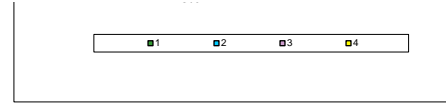
Total NON's: 12

Tan	Establishments highlighted in Tan denote new inspections	0
Green	Establishments with GGI	171
Skyblue	Establishments with HGI	67
Rose	Establishments currently not needing Grease Control Device	39
Yellow	Establishments that need Grease Control Device	182
		459



Sep	238	465
Oct		
Nov		
Dec		





1. 3-24-08: Cytris, GI has no grease after 6 months in operation. Could not conduct flow test upon first inspection due to high water condition. Will return in 2 weeks
2. 3-20-09: Taco Bell 15560 Brookhurst St. Met with owner to discuss reconnecting all grease producing sinks to GI. GI has been out of compliance since 8/27/08
3. 3-20-09: L8 Café, 15380 Westminster Blvd. Owner stated that a break was found in the shopping center main line, and was recently repaired.
4. 10-14-09: ECIS added 2 fse's to the blue grease trap section of the spreadsheet, and found them both to be overfull and out of compliance. Both of these restaurants should have full size grease interceptors. MO
5. 3-10-10: Jaqu's and Ichikara Japanese are currently out of business. Will remove lids from count next round if Suites are unoccupied. MO
6. L8 moved-adjusted database-JK

Found old GI in front of Bleu Restaurant-changed from yellow to green on database-JK

Found old GI in front of Popeyes Chicken and Biscuits on Beach Blvd-changed from yellow to green on database-JK

September 2011:

Found 7 new Grease Control Devices this round of inspections-3 GGI's and 4 HGI's. All of the GGI's were not up to industry standard as far as number of inspection manholes-sample boxes etc.. all 4 of the HGI's are very undersized for the FSE they service-all 4 should have been GGI's and all 4 looked as though they had room for the larger GGI-City of Westminster Plan Review is not doing MCSD any favors!-JK

March 2012:

Saigon Pearl Seafood Restaurant-new and new GGI out front-missing inspection lid-not up to MCSD GGI standard.
Ming's Bakery-new-no gcd
Emeritus Senior Living on Brookhurst-New-has GGI-added to database

September 2012:

Saigon Pearl gone-now Moonlight Restaurant-in compliance
Ichikara Japanese at 16300 Beach Blvd gone-remodeling-soon to be Gen Korean BBQ Grill-will monitor-existing GGI not up to standard-no sample box but sufficient size
Quiznos at 16300 Beach gone-now the Flame Broiler-needed GCD-at least small HGI

September 2013:

Found GGI behind Tan Hoang Huong on Westminster Blvd.-750-2 lids-no sample box.
Found 50# HGI behind Mi La Cay-14041 Westminster Blvd-way too small-this fse requires and has room for a GGI
New 1000 gallon GGI behind Uncle Petes Café on Beach Blvd-installed due to complete remodel due to fire-no sample box-spoke with manager
14502 Beach Blvd-Quick Kebob is gone-new FSE coming?-existing 1000 gallon GGI is not connected to this address-its there in the ground but its bone dry and QK was never connected-new FSE should be required to connect if they need to.
At city request I inspected both El Rodeo Carniceria - 13672 Goldenwest suite F and Golden Sandwiches - 13673 Goldenwest suites AB
Both were previous FSE's-both should have been required to install either their own GCD or at least have EL Rodeo tie into existing 100 gallon small HGI in grass near front of building facing Gwest
El Rodeo has a small carniceria inside and over the counter meat sales and groceries-it needed a GGI, upon investigation I found a small 50# HGI in rear of FSE, performed flow test and found it was not connected to Carniceria kitchen. This HGI is connected to the drain that is inside the trash enclosure. Golden Sandwiches was formerly Papa Johns-this FSE is connected to the 100 gallon HGI in front.

EXHIBIT 6

AGREEMENT FOR JOINT USE OF SEWERAGE FACILITIES

This agreement is made and entered into this 14 day of April, 1997, by and between the Garden Grove Sanitary District, a subsidiary district of the City of Garden Grove, hereinafter "GGSD", and the Midway City Sanitary District, hereinafter "MCSD", a sanitary district organized under the Sanitary District Act of 1923.

RECITALS

1. Orange County Reorganization No. 141 will detach approximately 1,564 acres of territory from the Midway City Sanitary District located within the City of Garden Grove, transferring the fixed assets of the detached portions to the Garden Grove Sanitary District, a subsidiary district of the City of Garden Grove.
2. Orange County Reorganization No. 141 will detach approximately 641 acres of territory from the Garden Grove Sanitary District located within the City of Westminster, transferring the fixed assets of the detached portions to the Midway City Sanitary District.
3. As a result of Orange County Reorganization No. 141, sanitary sewer flows from GGSD and from MCSD will flow through sanitary sewers owned by the other agency.
4. It is necessary for the GGSD and the MCSD to enter into this agreement to ensure effective operation of sewerage facilities, protection of the public health and welfare, and equitable cost sharing between GGSD and MCSD.
5. It is further necessary for the GGSD and the MCSD to enter into this agreement to ensure the timely upgrading of an undersized sanitary sewer line, and provide for the future upgrading of another potentially undersized sanitary sewer line, if that becomes necessary.
6. The terms and conditions imposed by the Local Agency Formation Commission on Garden Grove Reorganization No. 141 ("LAFCO Terms and Conditions") require that MCSD and GGSD enter into agreements to upgrade the Brookhurst sewer line (Term No. 4) for maintenance, operation, and capacity rights in joint use sewers and to upgrade the sewer line serving parcel 4E (Term No. 5) for continuation of MCSD service to Parcels 4C and 4D (Term No. 7), and to enter into sewer flow agreements for joint use lines serving parcels 4F, 5A and 5C.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DURATION: This Agreement shall be effective when executed by both parties, and the obligations of the parties hereunder shall commence upon the effective date of the reorganization, which is the date of recordation of the Certificate of Completion pursuant to Term 19 of the LAFCO Terms and Conditions. This Agreement shall continue as long as the parties continue to share sewer facilities or until superseded by mutual written agreement of the parties.

2. SHARED SANITARY SEWERS

a. CAPACITY RIGHTS GGSD hereby grants to MCSD, and MCSD grants to GGSD capacity rights so long as capacity is available in the shared sanitary sewers, the locations of which are shown in attached Exhibit A, and which are described in attached Exhibit B. MCSD and GGSD agree to use said shared sanitary sewers to transport wastewater only from those areas specified on Exhibit "A" as tributary to the designated facilities. The diversion, release, or transmission of wastewater from any other area into the shared sanitary sewer facilities by either party, without express written consent of the other party, shall be deemed to be a breach of this Agreement, and the party causing the unauthorized diversion, release, or transmission shall be subject to all remedies as provided in Section 8 hereof. The shared sanitary sewers or portions thereof shall be deemed to be at capacity for the purposes of this Agreement when the measured peak flow has a depth equal to 75% of the sanitary sewer diameter.

When either party determines by field measurements that a portion of the shared sanitary sewer is flowing at capacity, as defined herein, such party shall immediately notify the other party in writing, setting forth the capacity limits, the measured flow, and the depth of peak flow for the sanitary sewer in question.

b. MAINTENANCE GGSD and MCSD agree to maintain the portions of the shared sanitary sewers as shown on Exhibit A which lie in their jurisdiction in good condition and in at least the same manner and at the same frequency as all other comparable sanitary sewers maintained by GGSD and MCSD. Costs for routine maintenance shall be apportioned as set forth in Exhibit B. For purposes of this agreement, routine maintenance shall include anything that is within the normal scope of duties of the responsible party's employees or contractors. Any repair in excess of the normal scope of such duties shall be undertaken pursuant to paragraph 2.c.

c. REPLACEMENT OR REPAIR OF SHARED SANITARY SEWERS Both parties acknowledge and agree that the shared sanitary sewers have a finite life, and that eventually, due to damage or deterioration, all or portions of the shared sanitary sewers may need to be replaced. When either party determines that a portion of a shared sanitary sewer within its jurisdiction is in need of major repair or replacement, it shall immediately notify the other party in writing, setting forth a description and proposed schedule of repair or replacement, and the estimated cost thereof. Unless the work is required to abate a public health hazard, it shall be scheduled so that both parties can arrange for financing. Work required to abate a public health hazard shall be commenced immediately. In the event that the non-initiating party disagrees with the necessity, projected cost, or cost apportionment of a repair or replacement, the parties agree to meet and confer to resolve the disagreement prior to scheduling construction.

The cost of repair or replacement of each shared line, and the cost of cleanup of any sewage spill on a shared line, shall be apportioned to each party as set forth in Exhibit B. The total cost shall include engineering, administration and construction expenses. Prior to starting the repair and replacement work, the initiating party shall bill the other party for such party's apportioned share. In the case of a normal repair or replacement, this bill shall be sent between sixty (60) and ninety (90) days prior to the scheduled commencement of the construction on the project. In the case of a repair to abate a public health hazard, the bill shall be sent after the repair is completed. The other party shall promptly deposit the billed amount with the initiating party. The initiating party must keep these funds in a segregated fund, and use them only for the project for which they were deposited. Upon completion of the work and payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund, for the difference between the actual apportioned cost and the deposit.

Any repair or replacement costing less than \$5,000 (five thousand dollars) may be done by force account. All other repairs or replacements shall be subject to a public bidding process.

If the party receiving notice of a necessary repair as provided in this section fails to deposit the specified amount with the party giving notice within sixty (60) days after the mailing of said notice, the party giving notice may proceed with the work and recover from the delinquent party that party's proportionate share of all necessary and appropriate costs as determined after completion of repairs, plus actual damages including interest at the rate available on funds deposited in the Local Agency Investment Fund of the State of California ("LAIF" rate) all reasonable attorneys' fees, court costs, and other reasonable costs incurred in collecting said amount from the delinquent party.

3. FUTURE SANITARY SEWERS It is anticipated that future development in the tributary area may lead to a situation in which there is not adequate capacity, as defined in Section 1, in the shared sanitary sewers.

On or before October 1 of each year, each party shall determine whether the shared sanitary sewers within its jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year. If it appears that adequate capacity will not be available then the parties shall meet and determine within 60 days the size and estimated cost of a parallel relief sanitary sewer that, together with the existing sanitary sewer, will provide adequate capacity for ultimate planned development within the tributary area. Each party shall provide the estimated flows for their portions of tributary area.

The cost of the new parallel sanitary sewer, including engineering, administration and construction shall be apportioned between the parties equal to the ratio that each party's estimated ultimate peak flows bear to the combined ultimate peak flow.

The construction of the new line shall be scheduled by the mutual agreement of the parties, taking into account budgetary considerations, but in no event shall it be undertaken sooner than the next July 1.

Prior to commencing construction, the party within whose jurisdiction the new sanitary sewer will be located shall bill the other party for its apportioned share of the total cost. The other party shall promptly deposit the billed amount with the initiating party. The initiating party must keep these funds in a segregated fund, and use them only for the project for which they were deposited. Upon completion of the work and the payment of all costs, the initiating party shall submit a report setting forth all costs incurred together with either a bill, or a refund, for the difference between the actual apportioned cost and the deposit.

If one of the parties does not fund its apportioned share of the new parallel sanitary sewer, or relief connection, or for any other reason declines to participate, then the remaining party may, at its option, proceed to construct and finance a parallel sanitary sewer with capacity only for the tributary area within its jurisdiction. If this option is exercised, then the party choosing not to participate shall immediately cease issuance of sanitary sewer connection permits as provided for in Section 1(a). Such cessation of connection permits shall remain in effect until the non-participating party constructs sanitary sewer facilities with capacity for added flows from its tributary area, or diverts the added flow to non-shared sanitary sewers.

4. BROOKHURST STREET LINE

a. Line Improvements. Notwithstanding any other provision of this Agreement, GGSD shall, at its sole cost and expense, plan, design, and construct improvements to the existing ten-inch (10") sanitary sewer line in Brookhurst Street between Hazard Avenue and Bolsa Avenue, which are adequate to meet all foreseeable future needs of the area tributary to said sanitary sewer line shown on Exhibit "A". The timing of the improvements and the nature of the improvements shall be determined in GGSD's sole discretion, provided that the improvements shall be completed and in use no later than five (5) years from the effective date of reorganization as provided by Term No. 4 of the LAFCO Terms and Conditions. GGSD will deposit those reserve funds transferred from MCSD to GGSD, pursuant to Term No. 20 of the LAFCO Terms and Conditions, into an escrow account to be used to fund all or a portion of these improvements. Upon completion of the improvements, the improved facilities shall be owned and controlled by GGSD, subject to the shared capacity provided herein. The subject sanitary sewer line is shown on Exhibit "C" attached hereto.

b. Line Maintenance Prior to completion of the improvements described in Section 4 a., GGSD shall bear all costs and expenses for maintenance and repair of, and for cleanup of sewage spills occurring on, the 10" sanitary sewer line in Brookhurst Street and related facilities. In addition, so long as GGSD is diverting wastewater from its Hazard Street sanitary sewer line into MCSD's facilities in Bowling Green Street and Fowler Circle, GGSD shall bear all maintenance and repair costs for, and the cost of cleanup of sewage spills occurring on, those sewer lines and related facilities. Upon completion of the improvements described in Section 4 a., GGSD shall discontinue all wastewater diversions into the Bowling Green/Fowler Circle facilities and disconnect its facilities therefrom.

c. Permits MCSD agrees to cooperate with GGSD in securing any necessary permits, entitlements, or other authorizations that may be required by the City of Westminster for construction of the improvements provided for in this Section.

5. WESTMINSTER/NEWLAND AREA SHARED SANITARY SEWERS

a. LINE CAPACITY At such time as MCSD has measurements showing that the measured peak daily flow in the shared sanitary sewers serving the Westminster Avenue/Newland Street area has a depth equal to 75% of the sanitary sewer diameter, MCSD, subject to approval of GGSD with regards to consultant selection and project scope, shall undertake an engineering study to examine the causes and possible remedies for the capacity problems of these shared sanitary sewers. GGSD shall reimburse MCSD for a share of the cost

courier company.

The addresses of the respective parties for all notices shall be:

For GGSD:

City Engineer
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

For MCSD:

General Manager
Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683

8. REMEDIES. In addition to any other remedies provided elsewhere in this Agreement and by law, the parties shall be entitled to specific performance. The parties acknowledge that monetary damages are not an adequate remedy in the event of a breach by either party to this Agreement with respect to the obligations to construct or repair facilities and to discontinue wastewater flows. The parties agree that said construction, repair or discontinuance obligations shall be specially enforceable by any court of competent jurisdiction.

9. AMENDMENT. This Agreement may be amended from time-to-time by the written agreement of both parties.

10. LAFCO TERMS AND CONDITIONS. This Agreement is intended to, and shall be construed to be consistent with and implement the Terms and Conditions imposed by LAFCO on Garden Grove Reorganization No. 141, a copy of which is attached hereto as Exhibit "E" and incorporated by reference. The terms of this Agreement shall be subject to the LAFCO Terms and Conditions as they exist on the date hereof and to any future amendments and modifications thereto. This agreement constitutes the entire agreement between the parties relative to joint use sanitary sewers and shall supersede all prior agreements.


11. ATTORNEY'S FEES. In the event that litigation becomes necessary for the resolution of any dispute arising under the terms of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees from the other party.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

GARDEN GROVE SANITARY DISTRICT

ATTEST:


City Clerk

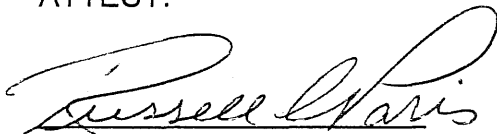
By: 
President

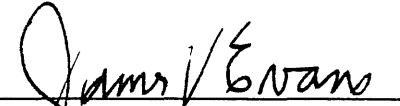
APPROVED AS TO FORM:


Special Counsel

MIDWAY CITY SANITARY DISTRICT

ATTEST:


Secretary


President

APPROVED AS TO FORM:

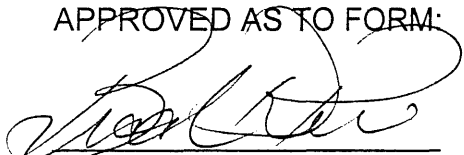

Special Counsel

EXHIBIT A

TRIBUTARY AREAS INTO
SHARED SANITARY SEWER FACILITIES

AREA 4E

PAGE 1 OF 3

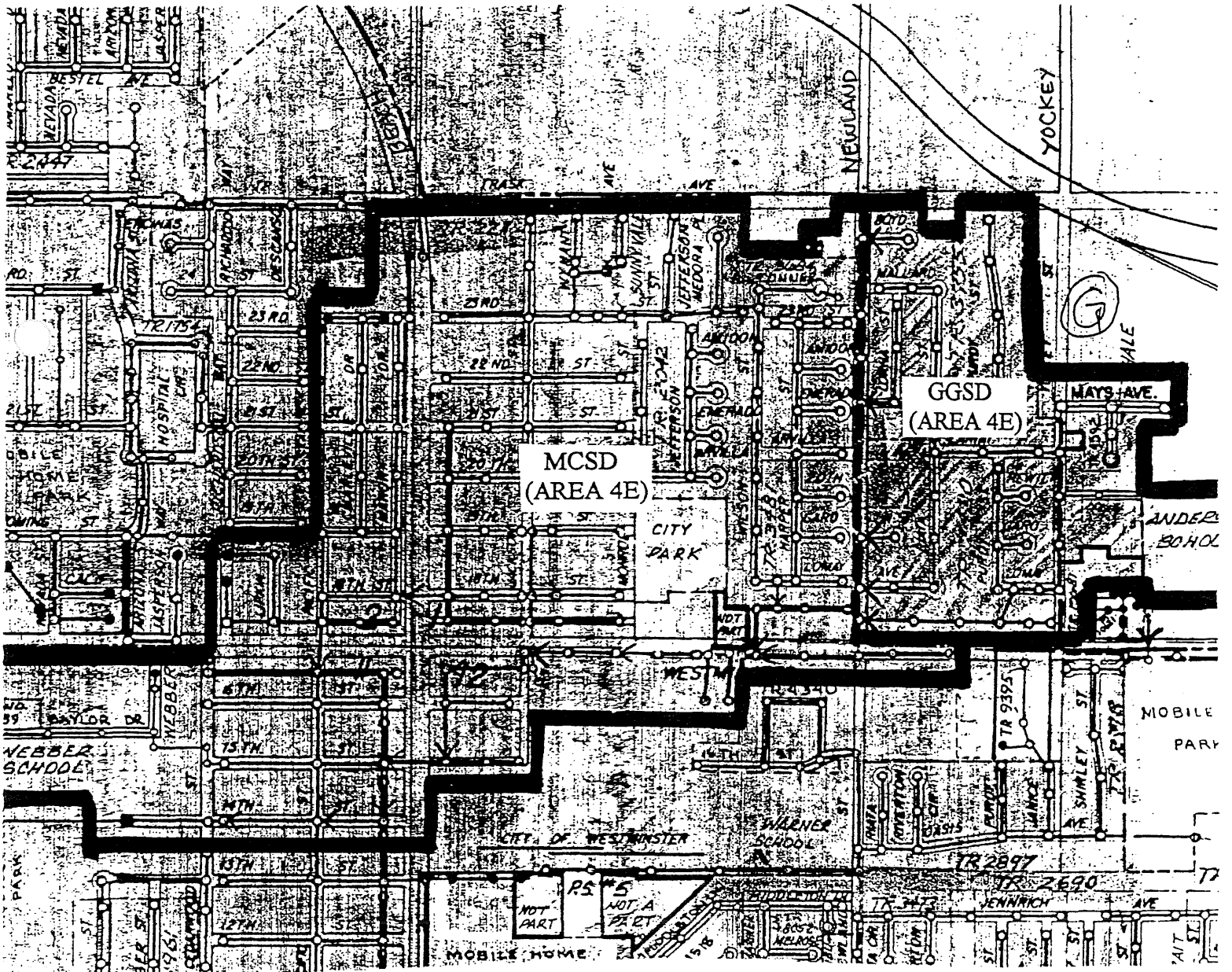


EXHIBIT A

TRIBUTARY AREAS INTO
SHARED SANITARY SEWER FACILITIES

AREA 4F

PAGE 2 OF 3

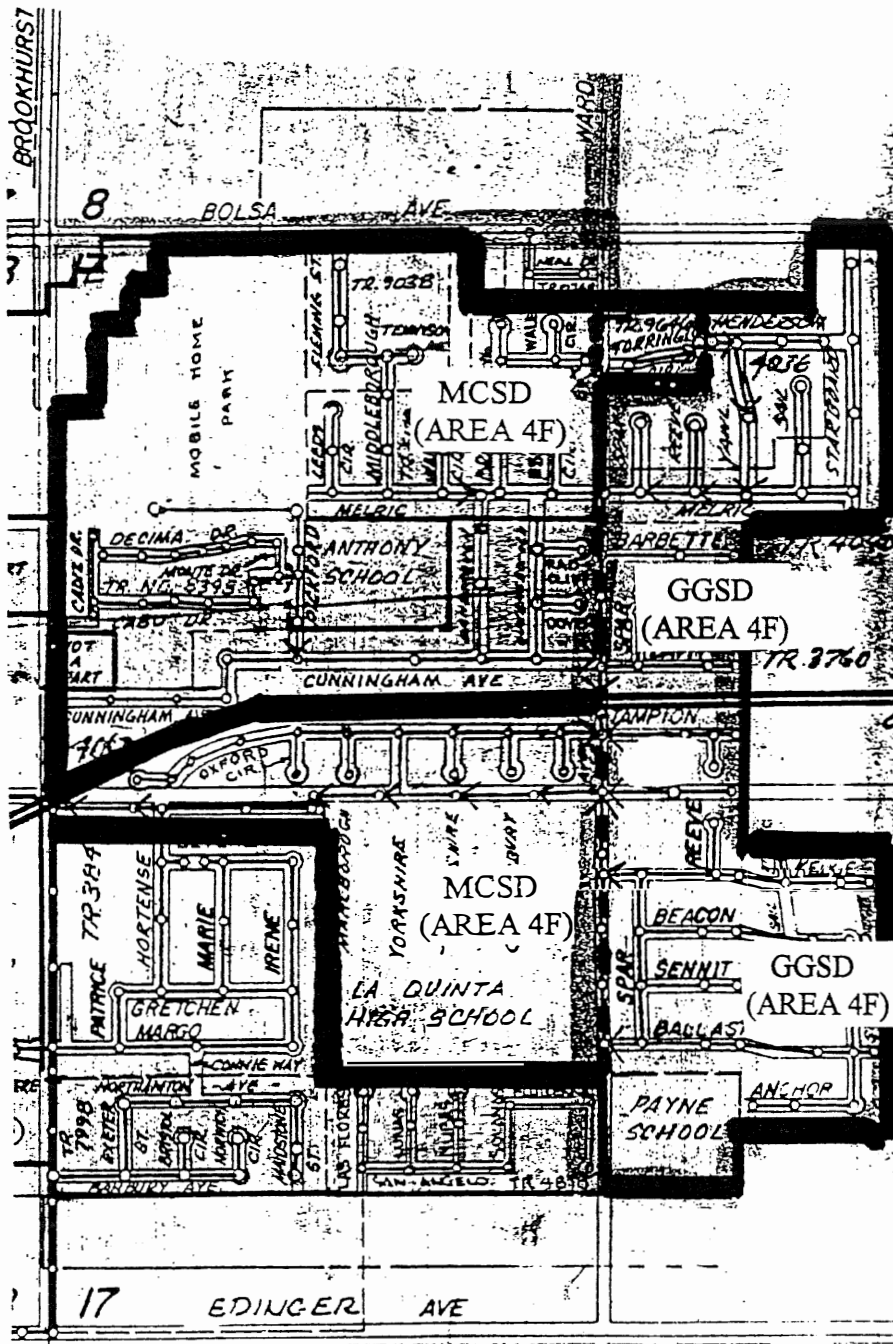
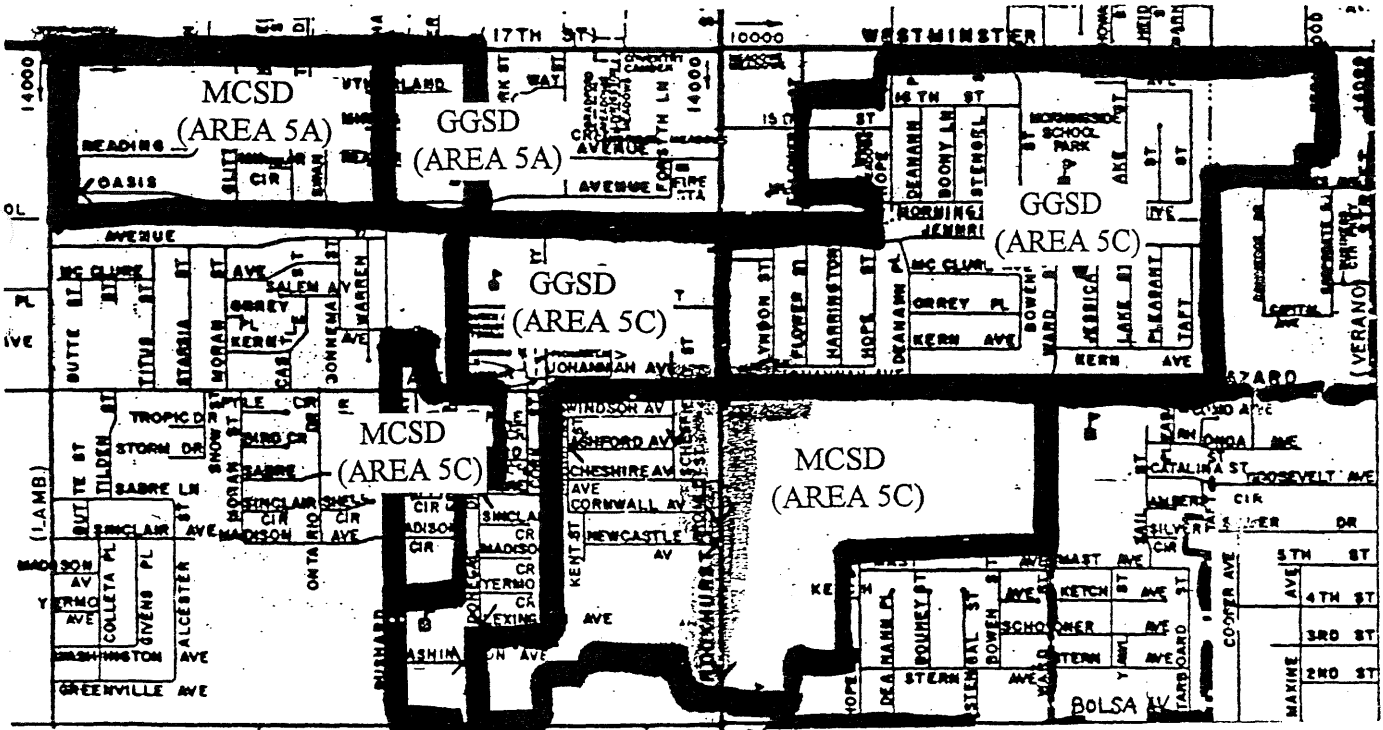


EXHIBIT A

TRIBUTARY AREAS INTO
SHARED SANITARY SEWER FACILITIES

AREAS 5A AND 5C

PAGE 3 OF 3



<u>LOCATION</u>	<u>MAINTENANCE SHARE</u>		
	<u>MCS</u>	<u>GGSD LENGTH, FT</u>	

1) SEWERLINE TO HOOVER TRUNK SEWER (SEE EXHIBIT A, PARCEL 4E)

WESTMINSTER AV/ NEWLAND - BEACH BL. (JACKSON TO 15TH)	45%	55%	2,600
15TH ST/ E/O BEACH- PACIFIC AND S/O PACIFIC	70	30	1,300
14TH ST./ PACIFIC - HOOVER	80	20	2,000

2) SEWERLINE TO BROOKHURST ST. TRUNK SEWER (SEE EX. A, PARCEL 4F)

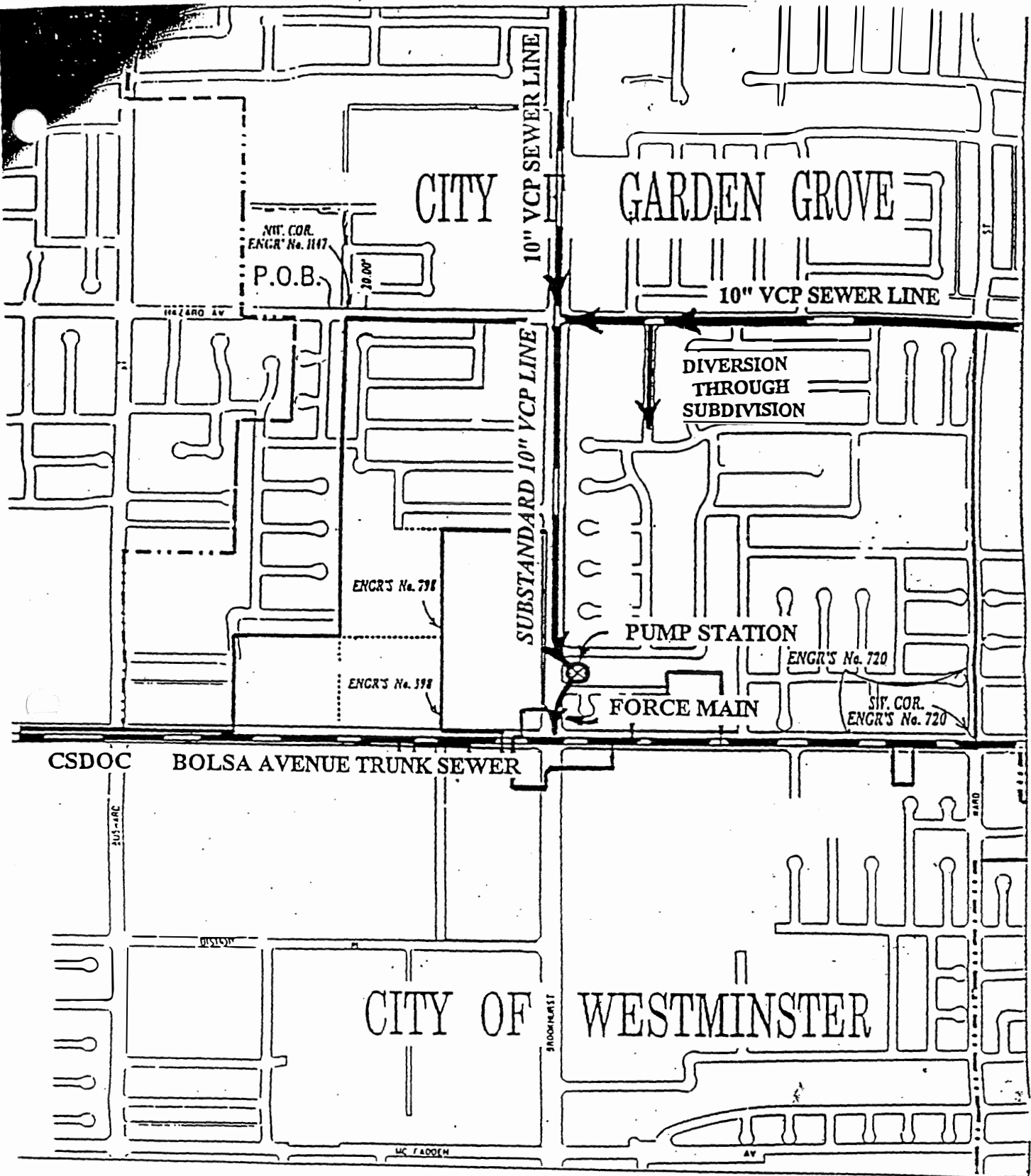
YAWL/ HENDERSON - MELRIC	20%	80%	600
MELRIC/ YAWL - WARD	15	85	650
WARD/ MELRIC - DAVIT (CUNNINGHAM)	10	90	600
WARD/ DAVIT - TAMPION (NOTTINGHAM)	80	20	500
McFADDEN/ WARD - YORKSHIRE	60	40	800
McFADDEN/ YORKSHIRE - BROOKHURST	75	25	1,800

3) SEWERLINE TO BOLSA AV. TRUNK SEWER (SEE EX. A, PARCEL 5C)

BROOKHURST/ NEWCASTLE - PREMIER	5%	95%	800
BROOKHURST/ PREMIER - BOLSA	30	70	500

EXHIBIT B - CONTINUED

<u>LOCATION</u>	<u>MAINTENANCE SHARE</u>		
	<u>MCS</u>	<u>GGSD</u>	<u>LENGTH, FT</u>
<u>4) SEWERLINE TO BOLSA AV. TRUNK SEWER (SEE EX. A, PARCEL 5C)</u>			
SHEFFIELD/ HAZARD - ASHFORD	20	80	400
ASHFORD/ WAKEFIELD - SHEFFIELD	45	55	700
WAKEFIELD/ ASHFORD - SABRE	80	20	400
SABRE/ DONEGAL - WAKEFIELD	45	55	600
DONEGAL/ SABRE - MADISON	60	40	500
DONEGAL/ MADISON - LEXINGTON	45	55	500
LEXINGTON (GGSD LIMITS)	50	50	600
ALLEY/ SO. OF LEXINGTON - BOLSA TRUNK SEWER	60	40	600
<u>5) SEWERLINE TO MAGNOLIA ST. TRUNK SEWER (SEE EX. A, PARCEL 5A)</u>			
BUSHARD/ N/O SUTHERLAND - OASIS	40%	60%	900
OASIS / MAGNOLIA - BUSHARD	85	15	2,700



PARCEL 5C



LEGEND

- REORGANIZATION BOUNDARY
- BROOKHURST STREET SEWER LINE

EXHIBIT "C"

**RECOMMENDED
TERMS AND CONDITIONS**

1. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall submit a plan to LAFCO for the establishment of a Sanitary District Advisory Commission. The five member commission shall advise the Board of Directors of the District concerning administrative, legal, operational, maintenance, and financial matters. The Board of Directors of the Garden Grove Sanitary District (GGSD), seated at the time the certificate of completion for this reorganization is issued, shall be offered the opportunity to become members of the new advisory commission. Their appointment shall run until their existing GGSD terms expire. The advisory commission shall include one resident of the unincorporated area and one member appointed by the Second District County Supervisor. In addition to these two appointments, one alternate for each position shall also be appointed [G.C. 56844(k)(v)].
2. The GGSD, as a subsidiary district of the City of Garden Grove, shall assume a proportionate share of the bonded indebtedness associated with the acquisition of capital equipment of the Midway City Sanitary District (MCSD) which is to be rendered surplus to MCSD by this reorganization. The City of Garden Grove's newly created subsidiary district will take, in kind, the surplus equipment. The City of Garden Grove and Midway City Sanitary District shall file an agreement with LAFCO, which describes the disposition of the surplus equipment and certificate of participation funding. Notice that the agreement for equipment funding has been reviewed by the bond counsel shall be submitted to LAFCO by the City of Garden Grove, acting as successor agency [G.C. 56844(c)].
3. The GGSD, as a subsidiary district of the City of Garden Grove, shall accept all system facilities transferred from MCSD in an "as is" condition, without any payment or repair obligation from MCSD [G.C. 56844(h)].
4. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute an agreement with the Midway City Sanitary District, to upgrade the GGSD sewer line in Brookhurst Street between Hazard Avenue and the pump station to the trunk line in Bolsa Avenue, at their sole cost and discretion. The agreement shall provide that the upgrading be completed no later than 5 years from the effective date of this reorganization or as mutually agreed by the two parties. Any maintenance and repair incurred before replacement of these facilities shall be at the City of Garden Grove's Subsidiary District's expense. The upgraded facilities shall remain the property of the City of Garden Grove's Subsidiary District. Upon replacement of these facilities, operation and maintenance expenses will be shared per the agreement of the two districts [G.C.56844(h)].
5. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute a maintenance, operation and capacity rights agreement with the Midway City Sanitary District for the use of the sewer lines serving

parcel 4E and for correction of capacity problems in those lines within 5 years or as mutually agreed upon by both agencies. Both agencies shall also include in the agreement a provision that the costs of construction shall be based upon the proportionate amount of sewage being generated by each respective agency. Garden Grove's Subsidiary District agrees to set aside funding each year in a restricted account for its share of the costs. If construction of a sanitary diversion line to the Orange County Sanitation District trunk line in Magnolia Street is less expensive than other alternative, then both parties may mutually agree to select this alternative at the time the decision is made to construct the relief line [G.C. 56844(h)].

6. The GGSD, as a subsidiary district of the City of Garden Grove, shall assume all joint use flow agreements and maintenance agreements [G.C. 56844(j)(r)].
7. Agreement shall be reached between MCSD and the City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, to continue sewer service to Parcels 4C and 4D within the City of Garden Grove [G.C. 56844(r)(v)].
8. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, shall execute amendments of existing agreements with the respective contract solid waste franchisees serving the areas to be reorganized, and shall be completed to address those changes in service areas [G.C. 56844(r)(v)].
9. An agreement shall be reached between the City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, and the Midway City Sanitary District which provides that the City's subsidiary district shall be responsible for costs incurred by MCSD for public information efforts taken by MCSD to advise the affected residents of the changes in billing process, the cost of trash collection, and other service changes. Such costs shall not exceed \$5,000. As an alternative, Garden Grove may, in lieu of payment, provide notice in a form which is acceptable to MCSD [G.C. 56844(v)].
10. The City Council shall file a notice with LAFCO that the reorganization shall not adversely affect or impair the status of any employee of the District or City. As of the effective date of this reorganization, all employees of the Garden Grove Sanitary District shall become City employees. Current rates of pay, accrued vacation and sick leave, vacation and sick leave accrual rates, employee rights, seniority rights, insurance, retirement benefits, and all other benefits and programs now provided them shall continue at a level not less than that currently enjoyed [G.C. 56844(l)].
11. All lands, buildings, real and personal property, and appurtenances held by the Midway City Sanitary District and within the City of Garden Grove served by the Midway City Sanitary District, as of the effective date of this reorganization, shall be transferred to the subsidiary district [G.C. 56844(h)].

Terms & Conditions
Garden Grove Reorganization No. 141
August 26, 1996

12. All lands, buildings, real and personal property, and appurtenances held by the Garden Grove Sanitary District and within the City of Westminster served by the Garden Grove Sanitary District, as of the effective date of this reorganization, shall be transferred to the Midway City Sanitary District [G.C. 56844(h)].
13. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, is authorized but not required to continue to impose and collect all charges, fees, assessments and/or taxes previously authorized and imposed by the Midway City Sanitary District in the territory which is to be detached from Midway City Sanitary District annexed to the Garden Grove Subsidiary District. Nothing in this provision shall be deemed to limit the discretion of the Board of Directors of the Garden Grove Subsidiary District to establish and levy charges, fees, assessments and/or taxes as it determines to be necessary and appropriate [G.C. 56844(t)].
14. The Midway City Sanitary District is authorized but not required to continue to impose and collect all charges, fees, assessments and/or taxes previously authorized and imposed by the Garden Grove Sanitary District in the territory which is to be detached from the Garden Grove Sanitary District and annexed to the Midway City Sanitary. Nothing in this provision shall be deemed to limit the discretion of the Board of Directors of the Midway City Sanitary District to establish and levy charges, fees, assessments and/or taxes as it determines to be necessary and appropriate [G.C. 56844(t)].
15. The City Council of Garden Grove, acting as the future Board of Directors for the Garden Grove Subsidiary District, and Midway City Sanitary District shall provide evidence to LAFCO that all sewer flow agreements affected by this reorganization have been modified to consider the reorganized boundaries, as appropriate [G.C. 56844(j)(r)].
16. The City of Garden Grove shall assist the two surplus MCSD automated trash collection truck operators to obtain employment with the subsidiary district's private trash hauler [G.C. 56844(l)(v)].
17. Areas being annexed to the City of Garden Grove shall be subject to the City of Garden Grove's Paramedic Property Tax Override and shall become part of the Garden Grove Landscaping and Lighting Assessment District [G.C. 56844(t)].
18. The formation of Improvement District No. 1 within the Garden Grove Sanitary District is to include all territory annexing into Garden Grove Sanitary District and detaching from the Midway City Sanitary District. These areas are shown as Parcels 4 A-F on the map referenced in the LAFCO staff report. The Improvement District shall continue the existing rate structure from the Midway City Sanitary District [G.C.56844(e)].
19. The effective date of this reorganization shall be the date of recordation. In any case the effective date shall not be later than nine months after the date of the election, if required, in which a majority voted in favor of the reorganization [G.C. 56844(p) and 57202(2)].

Terms & Conditions
Garden Grove Reorganization No. 141
August 26, 1996

20. A pro rata share of the reserve funds/cash balance contained in the Recycling Reserve, Contingency Reserve, Automated Equipment Fund and Capital Reserve Fund of the Midway City Sanitary District, reflecting a balance not less than that contained in those accounts on May 31, 1996 plus any additional funds collected in the transferred areas for these funds, shall be placed in an escrow account and used for repair/upgrading of the Newland and Brookhurst lines or held in reserve for debt service. The pro rata share shall be determined by multiplying the applicable fund balances by the ratio of net transferred residential trash accounts to the total of such accounts in the Midway City Sanitary District. The ratio is approximately 17% and the amount to be transferred is approximately \$415,000. The final ratio and amount will be determined by LAFCO prior to the recordation date [G.C. 56884(I)].
21. The City Council of Garden Grove agrees to defend, indemnify and hold harmless LAFCO and/or its agents, officers or employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void or annul the approval of LAFCO concerning the proposal or any action relating to or arising out of such approval when such action is brought within the applicable statute of limitations [G.C. 56884(o)].
22. The Local Agency Formation Commission shall retain jurisdiction prior to issuance of the certificate of completion to hear and amend, if necessary, any term or condition that requires agreement between parties.

EXHIBIT 7

CONSENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE

MIDWAY CITY SANITARY DISTRICT

This **CONSENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE** ("Agreement") is made and entered into this 25th day of March 2008, by and between the **CITY OF GARDEN GROVE**, a California municipal corporation ("**GARDEN GROVE**"), and the **MIDWAY CITY SANITARY DISTRICT**, a sanitary district organized under the Sanitary District Act of 1923 ("**MCSD**").

RECITALS

WHEREAS, in order to meet its needs and for public use, purposes, and benefit, **GARDEN GROVE** is proposing to design, construct, and maintain certain public improvements, specifically ninety-five feet (95') of ten-inch (10") sanitary sewer line, two (2) forty eight-inch (48") manholes, and twelve feet (12') of fifteen-inch (15") of 316 stainless steel sewer case, with protective wrap or hot-dipped coating on exterior and casing ("**PROJECT**") that will extend four feet (4') on each side of an existing storm drain, in, along and under the public right of way of Newland Street in the City of Westminster and within the facilities site of MCSD ("**MCSD FACILITY**"). A more detailed description and scope of the **PROJECT** and the part thereof located within or adjacent to the **MCSD FACILITY** is more fully described in that certain "Project No. 7420 – Drawing No. A-1782 Construction of 10-Inch Sanitary Sewer in the City of Westminster, California" attached to this Agreement as Exhibit A and fully incorporated by this reference; and

WHEREAS, **GARDEN GROVE** desires that **MCSD** consent to **GARDEN GROVE**'s construction, operation, and maintenance of the **PROJECT** within the **MCSD FACILITY**; and

WHEREAS, **MCSD** desires to consent to **GARDEN GROVE**'s construction, operation, and maintenance of the **PROJECT** within the **MCSD FACILITY**.

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. TERM

This Agreement shall commence on March 25, 2008, the date of **GARDEN GROVE**'s considers and takes action approving this Agreement ("**Effective Date**") and shall continue and remain in effect for the period that the **PROJECT** remains in operation within the **MCSD FACILITY** (with such period referred to as the "**Term**" herein).

a. *Public Works Contract and Construction.* The **PROJECT** will be constructed pursuant to a public works construction contract ("**PROJECT CONSTRUCTION CONTRACT**") between **GARDEN GROVE** and the lowest responsible bidder selected pursuant to applicable public contracting laws and regulations ("**Contractor**"), which **PROJECT CONSTRUCTION CONTRACT** may be amended from time to time.

i. GARDEN GROVE shall pay any and all costs of the PROJECT pursuant to the PROJECT CONSTRUCTION CONTRACT at no expense to MSCD.

2. PURPOSE

The purpose of this Agreement is for MSCD to consent to GARDEN GROVE's construction, operation, and maintenance of the PROJECT within the MSCD FACILITY.

a. *MSCD Consent.* Therefore, MSCD consents to and agrees that GARDEN GROVE hereby has the right to construct, operate and maintain the PROJECT within the MSCD FACILITY.

b. *GARDEN GROVE's Use.* As a condition of such MSCD consent, GARDEN GROVE agrees that the PROJECT shall be operated and maintained only as and for the PROJECT as such PROJECT transects and/or is adjacent to the MSCD FACILITY, and such operation and maintenance shall be subject to the terms and provisions of this Agreement.

3. GARDEN GROVE'S DUTIES

a. *PROJECT Plans.* Prior to the Effective Date, GARDEN GROVE has caused to be prepared the plans and specifications for the PROJECT and in connection therewith GARDEN GROVE has submitted to MSCD, and MSCD, through its General Manager as authorized representative, has reviewed and approved such plans and specifications for the PROJECT.

b. *Public Works Contract and Construction.* GARDEN GROVE shall solicit bids for, evaluate and select the lowest responsible bidder, and enter into a public works construction contract for the PROJECT pursuant to applicable public contracting laws and regulations ("PROJECT CONSTRUCTION CONTRACT"), which PROJECT CONSTRUCTION CONTRACT may be amended from time to time.

i. The lowest responsible bidder who is selected by GARDEN GROVE and enters into the PROJECT CONSTRUCTION CONTRACT with GARDEN GROVE is referred to in this Agreement as the "CONTRACTOR".

ii. The PROJECT shall be constructed pursuant to the PROJECT CONSTRUCTION CONTRACT.

iii. GARDEN GROVE shall pay any and all costs of the PROJECT pursuant to the PROJECT CONSTRUCTION CONTRACT at no expense to MSCD.

c. *PROJECT CONSTRUCTION CONTRACT with CONTRACTOR.* Prior to CONTRACTOR's commencement of construction pursuant to the PROJECT CONSTRUCTION CONTRACT, GARDEN GROVE shall require CONTRACTOR to provide evidence to MSCD that that CONTRACTOR has provided to GARDEN GROVE, and GARDEN GROVE has approved the form of, any and all warranties, insurance coverage, indemnities, and any other required submittals and performance of conditions precedent under the PROJECT CONSTRUCTION CONTRACT, pursuant to applicable laws and regulations and the PROJECT CONSTRUCTION CONTRACT.

d. *Permits.* GARDEN GROVE shall apply for and secure at its sole expense, and thereafter shall maintain any and all permits, entitlements, or other authorizations that may be necessary and/or required under applicable laws and regulations and by governmental entity(ies) or

agency(ies) with jurisdiction related to the construction, operation and maintenance of the PROJECT, including without limitation the City of Westminster because the PROJECT will be located within the boundaries of the City of Westminster.

e. *Changes to Plans and Specifications of PROJECT as to Vertical or Horizontal Location Related to MCSD FACILITY.* In the event GARDEN GROVE desires to make any change or changes to the PROJECT plans and specifications but only as such change or changes relate to the PROJECT's vertical or horizontal location and the MCSD FACILITY, then prior to any such change(s), GARDEN GROVE's City Engineer, as authorized representative of GARDEN GROVE, shall submit to MCSD's General Manager a copy of the proposed change or changes and request MCSD, through its General Manager, to consent to such change(s), which consent shall not be unreasonably withheld, conditioned or delayed by MCSD.

i. Further, in connection with MCSD's consent of such change or changes MCSD shall issue any or all permits necessary to carry out such approved change or changes.

f. *Hazardous Materials.* In the operation and maintenance of the PROJECT, GARDEN GROVE agrees that it shall not permit nor cause any hazardous materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the PROJECT. "Hazardous materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, or any combination thereof, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. The term "hazardous materials" shall not include ordinary sanitary sewage.

g. *Compliance with Laws.* At no cost to MCSD, GARDEN GROVE shall construct, install, operate, maintain, and keep in good order and repair the PROJECT in accordance and in conformity with any and all applicable federal, state, and local laws, regulations, ordinances, resolutions, and rules. This provision is separate and distinct from the obligations of the parties pursuant to Section 7 hereinafter.

h. *Maintenance.* Subject to MCSD's duties set forth in Section 4., GARDEN GROVE shall maintain and keep in good working order the PROJECT, all at no cost to MCSD.

i. *No Storm Water or Runoff.* GARDEN GROVE agrees that no storm water or runoff water shall be connected to the PROJECT.

j. *Access to PROJECT for Maintenance and Repair.* After completion of construction of the PROJECT, prior to entering the PROJECT for maintenance, repair, or other purposes of this Agreement, GARDEN GROVE shall obtain MCSD's permission, through its General Manager, for such entry, which permission shall not be unreasonably withheld, conditioned or delayed pursuant to Section 4 herein.

k. *Responsibility.* GARDEN GROVE shall maintain regularly and make repairs as reasonably necessary to the stainless steel casing of the PROJECT all in order to prevent and avoid the risk of a sewage spill.

i. In the event of a sewage leakage within the PROJECT at a location within or affecting the MCSD FACILITY, GARDEN GROVE shall take undertake and complete reasonable

mitigation measures pursuant to applicable laws and regulations all in objective to avert public contact and related issues of public health, safety, and welfare related to such leakage.

1. *Construction phase.* GARDEN GROVE will insure that during the construction phase of the PROJECT, there will be no interruption of sanitary sewer services through the MCSD FACILITY and that there will be no sewer spillage.

4. MCSD'S DUTIES

a. *Consent and Actions Consistent with Purposes of Agreement.* MCSD agrees that it will and shall continue to act reasonably and in good faith in its consideration, action, and performance under this Agreement.

b. *Cooperation.* From the Effective Date and during the Term of this Agreement, MCSD, its General Manager, its employees, contractors and other agents and representatives shall cooperate in good faith with GARDEN GROVE and its officers, employees, contractors and other agents, all in a timely and reasonable manner related to the PROJECT and the design, construction, operation, maintenance, and repair therefor.

i. In this regard, but without limitation, MCSD agrees to cooperate in good faith with GARDEN GROVE in application for, securing, and maintaining any and all necessary permits, entitlements, or other authorizations that may be required by the City of Westminster or other governmental jurisdiction(s) related to the construction, operation and maintenance of the PROJECT.

5. INSURANCE

a. *CONTRACTORS' Insurance.* Prior to undertaking performance of any work under the PROJECT CONSTRUCTION CONTRACT and as a condition under this Agreement, GARDEN GROVE shall cause its CONTRACTOR (and each of CONTRACTOR's subcontractors, if any, together herein "CONTRACTORS") to obtain, pay for, and maintain (i) General Liability Insurance in an amount of at least TWO MILLION DOLLARS (\$2,000,000.00) per occurrence; (claims made and modified occurrence policies are not acceptable) with such policies and coverage issued by insurance companies that have a Best's Guide Rating of A-Class VII or better and are approved by GARDEN GROVE; and (ii) Automobile Liability in the amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit, with such policies and coverage issued by insurance companies that have a Best's Guide Rating of A-Class VII or better and are approved by GARDEN GROVE, and (iii) Workers Compensation Insurance in the amount and type required by law, with such insurance, (i) to (iii) inclusive, to be maintained and remain in effect for the entire period of construction and until a notice of completion of the PROJECT is recorded. In connection with such insurance, GARDEN GROVE shall require and cause CONTRACTOR to name the CITY OF GARDEN GROVE and MCSD and their officers, agents, employees, engineers, and consultants, as additional insureds to each of these insurance policies. All such insurance shall be primary to and not contributing with any other insurance maintained by MCSD (or GARDEN GROVE). Within thirty (30) days of execution of the PROJECT CONSTRUCTION CONTRACT and prior to beginning any work on the PROJECT, CONTRACTORS shall furnish MCSD (and GARDEN GROVE) with either certified copies of said policies or a certificate of insurance for each policy(ies) executed by the company issuing the policy, certifying that the policy(ies) is/are in force and copies of additional insured endorsement(s), and notice of cancellation endorsement(s), if any. GARDEN GROVE shall strictly enforce such insurance provisions.

b. *GARDEN GROVE Insurance.* Further, after recordation of the notice of completion GARDEN GROVE shall obtain, pay for, and maintain general liability insurance in an amount of at least TWO MILLION DOLLARS (\$2,000,000) and such insurance shall be maintained for and remain in full force and effect for the entire period that the PROJECT is operational and continued to be located within or adjacent to the MCSD FACILITY; provided however, in lieu of maintaining insurance coverage by separate insurance policy(ies) secured through third party insurance company(ies), GARDEN GROVE may be self-insured with respect to such amount and type insurance coverage. In this regard, GARDEN GROVE may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the amount and type of general liability insurance coverage required by this Section 5b. GARDEN GROVE shall provide to MCSD'S General Manager (or designee) a certificate signed by a duly authorized officer or member of GARDEN GROVE evidencing such self-insurance; further, during the entire period that the PROJECT is operational and continued to be located within or adjacent to the MCSD FACILITY, MCSD's General Manager may in his reasonable discretion request reconfirmation of GARDEN GROVE's status as self-insured for this coverage. In the event GARDEN GROVE elects to no longer self-insure, then GARDEN GROVE shall obtain and maintain general liability insurance coverage as described above.

6. INDEMNIFICATION, DEFEND AND HOLD HARMLESS

a. Subject to subsections 6.(i), (ii), and (iii) below, GARDEN GROVE does hereby indemnify, defend, protect and hold harmless MCSD, its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, reasonable defense costs, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees, out-of-pocket third party disbursements, court costs, and other reasonable professional, expert, or consultants' fees and costs) of every kind and nature whatsoever which may arise, during the Term of this Agreement, from or in any manner related to GARDEN GROVE's construction, installation, operation, maintenance, or repair of the PROJECT as such relates to the MCSD FACILITY thereof pursuant to this Agreement. This indemnification includes, without limitation, threatened, actual, or alleged dispersal, release or escape of any substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structure and/or any above or below ground watercourse or body of water proximately, defects in workmanship or materials and/or design defects by GARDEN GROVE or its employees, officers, agents and contractors, including CONTRACTOR, for the presence on or activities conducted at or relating to the PROJECT as such relates to the MCSD FACILITY, including, without limitation, arising from and directly related to any negligent and/or willful acts, errors and/or omissions of GARDEN GROVE or its employees, officers, agents and contractors, including CONTRACTOR, under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require GARDEN GROVE to indemnify MCSD from any claim arising from or due to the negligence or willful misconduct of MCSD or any of its officers, employees, contractors, or agents. Notwithstanding the foregoing, the indemnification, defense, and hold harmless obligations of MCSD are subject to the following conditions:

i. *Written Notice.* After receiving written notice of any such claims, MCSD shall give GARDEN GROVE prompt written notice thereof pursuant to Section 16 herein, provided, however, if written notice to MCSD is by service of a summons and complaint (regardless of whether such notice is the first or a subsequent notice of any such claims), MCSD shall provide a copy of the

summons and complaint to GARDEN GROVE promptly after receipt thereof. Time is of the essence with respect to this requirement.

ii. *Defense of Claims.* GARDEN GROVE shall have the sole authority, at its sole expense, to select counsel, retain expert witnesses and employ such other persons GARDEN GROVE may reasonably require in the defense of such claims; provided, however, that at their sole expense, MCSD may retain separate counsel, experts and other persons for the purpose of monitoring the proceedings. In the event that the representation by GARDEN GROVE's counsel results in potential or actual conflict with the MCSD's interests, as determined in the sole, reasonable discretion of GARDEN GROVE and its counsel(s), MCSD shall be provided with separate legal counsel at GARDEN GROVE's cost and expense. Such utilization of separate counsel shall not relieve GARDEN GROVE of its duty to indemnify, defend, and hold MCSD harmless. MCSD shall cooperate in good faith in the defense of any such claim, including without limitation, making available its records, its employees, its contractors, and its consultants, as reasonably necessary, but at no third party cost to MCSD.

iii. *Settlement.* GARDEN GROVE shall, at its expense, and in mutual cooperation with MCSD, have the right to enter into any reasonable settlement of any such claim.

7. COMPLIANCE WITH LAWS

Both GARDEN GROVE and MCSD agree to perform under this Agreement and any extensions thereof in compliance with applicable provisions of federal, state and local laws or regulations.

8. ATTORNEY'S FEES

In the event that litigation becomes necessary for the resolution of any dispute arising under the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees from the other party.

9. INTEGRATION

This Agreement represents the complete and exclusive statement and understanding between MCSD and GARDEN GROVE regarding the MCSD FACILITY of the PROJECT, and integrates all provisions negotiated between the parties, and supersedes any and all other contracts, oral or written, between the parties relating to the PROJECT and subject matter hereof. In the event of a conflict between the terms of this Agreement and any exhibit attached hereto or other document incorporated herein, the terms of this Agreement shall prevail.

10. MODIFICATION AND AMENDMENT

This Agreement may not be modified or amended except by written instrument signed by an authorized representative of MCSD and by an authorized representative of GARDEN GROVE. The parties agree that any terms or conditions of any other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate MCSD or GARDEN GROVE. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

11. ASSIGNMENT

Neither MCSD nor GARDEN GROVE may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party which consent shall not be unreasonably withheld, conditioned or delayed, except as otherwise expressly provided in this Agreement.

12. SEVERABILITY

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other provisions/paragraphs shall remain in full force and effect. This Agreement shall survive the termination of any arrangements contained herein.

13. JURISDICTION, VENUE

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

14. NO WAIVER

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

15. NO THIRD PARTY RIGHTS

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

16. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

City of Garden Grove
Attention: City Clerk
11222 Acacia Parkway
Garden Grove, California 92842

Midway City Sanitary District
Attention: General Manager
14451 Cedarwood Avenue
Westminster, California 92683

Either party may, by notice to the other party, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address or five (5) calendar days after deposit of said notice or communication in the United States mail.

17. INCORPORATION

All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.


18. AUTHORITY TO BIND

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify MCSD fully, including reasonable costs and attorney's fees, for any injuries or damages to MCSD in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

IN WITNESS THEREOF, the parties have executed this Consent Agreement for Construction and Maintenance as of the Effective Date defined and referenced above.

"GARDEN GROVE"

CITY OF GARDEN GROVE
a California municipal corporation

By: 
Mayor or Authorized Designee

ATTEST


City Clerk

APPROVED AS TO FORM

STRADLING YOCCA CARLSON & RAUTH

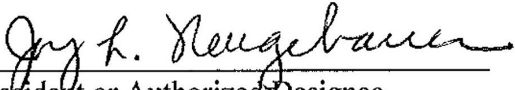
Special Counsel to the City of Garden Grove

[Signature blocks continue on next page]

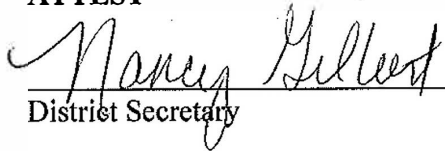
[Signature blocks continued from previous page]

"MCSD"

MIDWAY CITY SANITARY DISTRICT,
a sanitary district organized under the Sanitary
District Act of 1923

By: 
President or Authorized Designee

ATTEST


District Secretary

APPROVED AS TO FORM

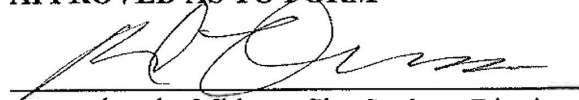

Counsel to the Midway City Sanitary District

EXHIBIT A

PROJECT NO. 7420 – DRAWING NO. A-1782

**CONSTRUCTION OF 10-INCH SANITARY SEWER
IN THE CITY OF WESTMINSTER, CALIFORNIA**

The City of Garden Grove plans to install the Master Plan Storm Drain Line B-5 in Newland Street. The design requires two hundred (200) lineal feet of 5'H x 12'W reinforced concrete box, which will be in conflict with the existing sewer main on Newland Street and Oasis Street.

To alleviate this issue, this PROJECT will cause construction of ninety five lineal feet of 10-inch PVC C900, CL200 sewer pipe, two 48-inch manholes, and reconstruction of approximately forty feet of 8-inch sanitary sewer line, a portion of which goes through twelve feet lineal feet of stainless steel sewer casing in Newland Street. The casing is required to protect the existing Oasis Street sewer main while traversing through the reinforced concrete box. In addition, the PROJECT consists of removing one hundred twenty five (125) lineal feet of interfering sewer lines and two manholes.



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

January 18, 2010

Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683

Attention: Greg Nordbak, General Manager

Enclosed is a fully executed original Amendment to the Agreement between the City of Garden Grove and the Midway Sanitary District for the Construction and Maintenance Agreement for the Newland/Yockey Storm Drain.

The Amendment to the Agreement was approved at the City Council Meeting held on December 8, 2009.

Sincerely,

Kathleen Bailor
City Clerk


By: Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Public Works



**AMENDMENT NO. 1 TO CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE AND MIDWAY CITY SANITARY
DISTRICT**

This **AMENDMENT NO. 1** ("Amendment") is effective this 3RD day of NOVEMBER, 2009, by and between the City of Garden Grove ("GARDEN GROVE") and the Midway City Sanitary District ("MCSO").

WITNESSETH:

WHEREAS, by Construction and Maintenance Agreement dated March 25, 2008 ("Agreement"), GARDEN GROVE and MCSO entered into a contract under which GARDEN GROVE agreed to design, construct, and maintain certain public improvements, specifically ninety-five feet (95') of ten-inch (10") sanitary sewer line, two (2) forty eight-inch (48") manholes, and twelve feet (12') of fifteen-inch (15") type 316L stainless steel sewer casing with protective wrap or hot-hipped coating on exterior of casing ("PROJECT") that will extend four feet (4') on each side of an existing storm drain, in, along and under the public right of way of Newland Street in the City of Westminster and within the facilities site of MCSO ("MCSO FACILITY").

WHEREAS, CITY has requested, and MCSO has agreed, to amend construction of the proposed ten-inch (10") sanitary sewer line on Oasis Avenue and through said stainless steel casing to an eight-inch (8") sanitary sewer line to avoid adverse impacts to the project schedule and potential change orders.

WHEREAS, the CITY desires to take full responsibility for installing an eight-inch (8"), instead on a ten-inch (10"), sanitary line within encasement.

NOW, THEREFORE, it is mutually understood by the parties that:

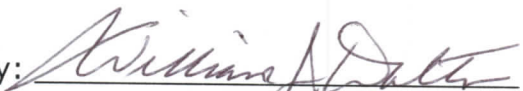
- 1. AMENDMENT TO PROJECT SPECIFICATIONS.** MCSO hereby agrees to the aforementioned amendment, set forth in the recitals herein, to the PROJECT specifications contained in the Agreement, namely the use of a eight-inch (8") instead of a ten-inch ("10") sanitary sewer line on Oasis Avenue in order to avoid adverse impacts to the project schedule and potential change orders.
- 2. CONDITION OF AMENDMENT.** In return CITY agrees that it will, at no cost to MCSO, increase the sanitary sewer pipe size through the casing from eight inches ("8") to ten inches ("10") maximum upon demonstration through flow studies and calculations by MCSO that additional sewer capacity is required.
- 3. REMAINING PROVISIONS OF AGREEMENT.** All other terms, conditions, and provisions of the Agreement, to the extent not modified with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the Effective Date defined and referenced above.

"GARDEN GROVE"

CITY OF GARDEN GROVE
a California municipal corporation

Date: 11/6/10

By: 
Mayor or Authorized Designee

ATTEST:


City Clerk

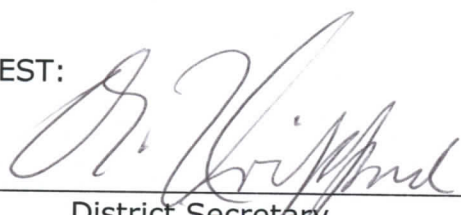
"MCS D"

MIDWAY CITY SANITARY DISTRICT
a sanitary district organized under the
Sanitary District Act of 1923

Date: 11-3-09

By: 
President or Authorized Designee

ATTEST:


District Secretary

APPROVED AS TO FORM:


BY: 
Counsel to the Midway City
Sanitary District

EXHIBIT 8



CITY OF FOUNTAIN VALLEY

CALIFORNIA 92708

CITY HALL (714) 962-2424

October 22, 1970

Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, California

Attention: Mr. Don Frank, General Manager

Gentlemen:

This letter is to confirm our conversation of October 22, 1970. The proposed construction of a sewer line in Edinger Avenue and Brookhurst Street was discussed. My understanding of the meeting was as follows.

The City of Fountain Valley will increase their proposed sewer line in Edinger Avenue from a 12-inch to an 18-inch line. Fountain Valley will pay for the estimated cost of a 12-inch line, estimated at \$38,600. Midway City Sanitary District will pay for any additional costs for over-sizing of the 12-inch line. The City of Fountain Valley will prepare the plans and specifications, and advertise. Plans and specifications will be reviewed by Midway City Sanitary District prior to advertising.

Fountain Valley will prepare the agreement to share in the construction cost and share the cost of maintenance. Maintenance of the line will be accomplished by Midway City Sanitary District, and 40 percent of the maintenance cost will be paid by the City of Fountain Valley. The proposed line in Brookhurst Street will not be utilized by the City of Fountain Valley and will be constructed at a later date, the full cost thereof being paid by Midway City Sanitary District.

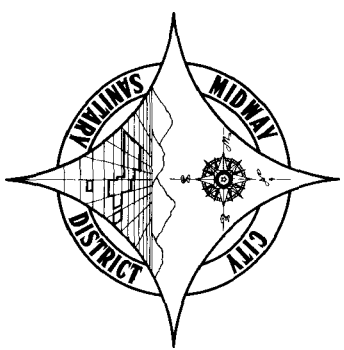
Yours very truly,

CITY OF FOUNTAIN VALLEY

Wayne S. Osborne
Director of Public Works

WSO:ps

DIRECTORS
TAD FUJITA
PRESIDENT
R. M. SCHMITT
SECRETARY
ROLAND EDWARDS
DEREK MCWHINNEY
DAVID E. COMBS



14451 CEDARWOOD STREET
WESTMINSTER, CALIFORNIA 92683
893-3553

FOUNTAIN VALLEY CITY - JOINT PROJECT

OVERSIZE EDINGER AVENUE LINE --

.. FOUNTAIN VALLEY PLANNING INSTALLATION OF 12 INCH
ESTIMATED COST - \$38,600.00

.. ULTIMATE FUTURE NEEDS OF MCSD REQUIRE UPGRADING FROM
PRESENT 10 INCH LINE TO 15 INCH LINE.

.. JOINT VENTURE WOULD PROVIDE 18 INCH LINE AT ESTIMATED
COST OF \$16,600.00

LONG TERM ADVANTAGES:

.. PERPETUATE PRESENT "SHARING" AGREEMENTS WITH CITY OF FOUNTAIN VALLEY

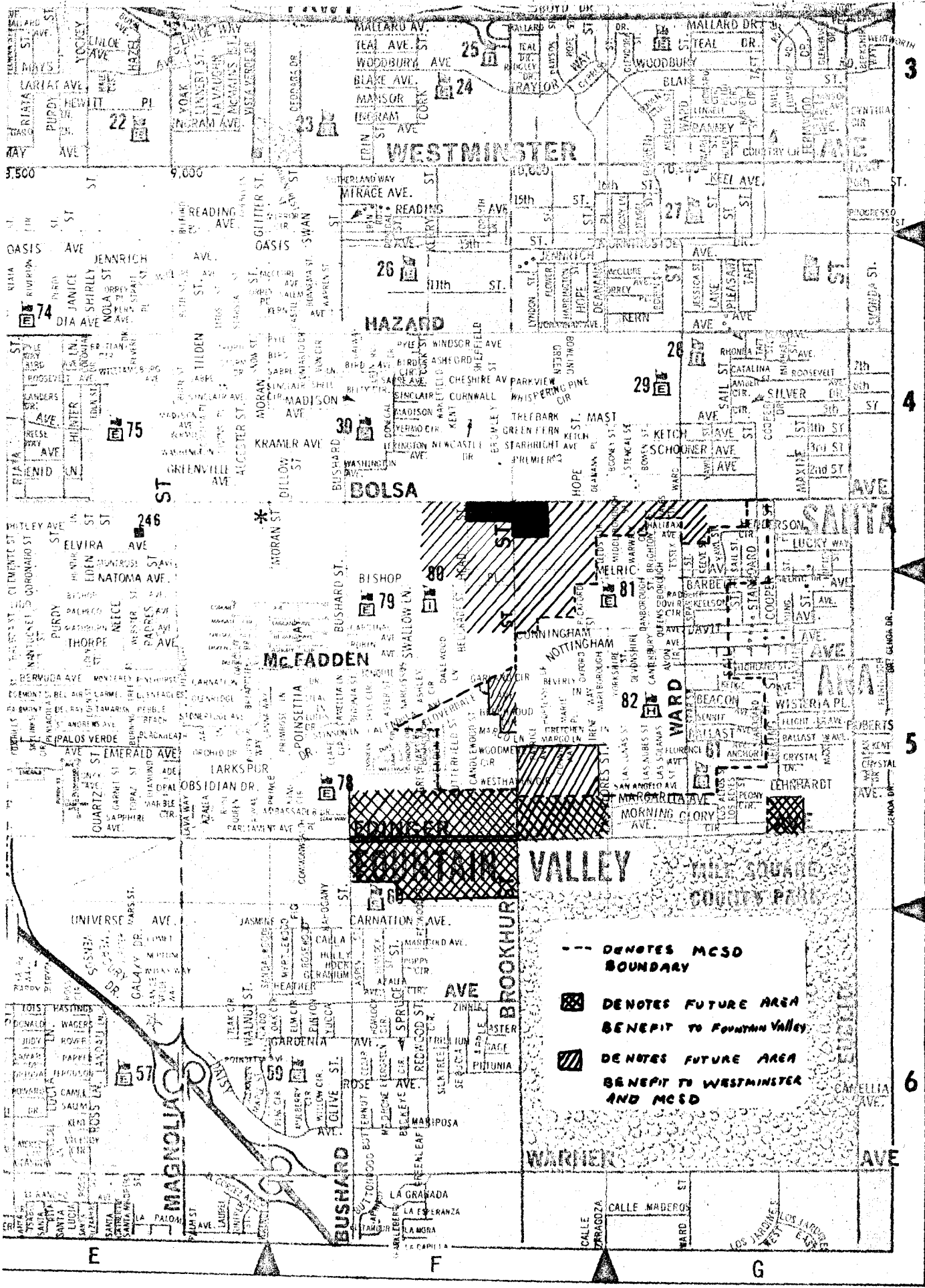
.. PERMIT REDEVELOPMENT OF BROOKHURST LINE AT NOMINAL COST TO MCSD.

.. PROVIDE FOR 40% REIMBURSEMENT FROM CITY OF FOUNTAIN VALLEY ON
MAINTENANCE COSTS (PRO-RATED TO USAGE)

.. DISTRICT ENGINEER/FIELD MANAGER/GENERAL MANAGER - CONCUR AS TO
PERMANENT ADVANTAGE TO MCSD.

.. PRESENT MCSD RUNOFF APPROXIMATELY 1.23 CUBIC FEET PER SECOND (cfs)
ESTIMATED FOUNTAIN VALLEY RUNOFF APPROXIMATELY 0.78 cfs.
1/2 PIPE CAPACITY 10 INCH LINE APPROXIMATELY 0.8 cfs.

FOR 2.00 cfs 1/2 PIPE CAPACITY WOULD REQUIRE 18 11/16" DIAM. PIPE
ESTIMATED MAXIMUM USAGE F.V. / M.C.S.D. 2.318 cfs 18" LINE SUFFICIENT AT 3/4 PIPE
CAPACITY.



--- DENOTES MCSD BOUNDARY

▨ DENOTES FUTURE AREA BENEFIT TO Fountain Valley

▩ DENOTES FUTURE AREA BENEFIT TO WESTMINSTER AND MCSD

September 5, 1968

City of Fountain Valley
Engineering Department
10200 Slater
Fountain Valley, Calif. 92708

Gentlemen:

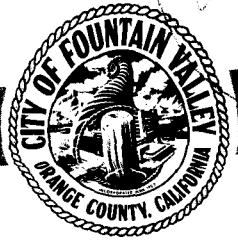
The Governing Board of the Midway City Sanitary District has asked that I express their appreciation for the cooperation shown the District and the Scott Brothers Construction Company during the reconstruction of the sewer facilities at the corner of Brookhurst and Edinger.

Yours very truly,

MIDWAY CITY SANITARY DISTRICT

Lowell Amo
President pro tem

LA:wm



August 15, 1963

CITY HALL
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7.3511
KIMBERLY 9-0361

CITY COUNCIL
JIM KANNO,
MAYOR
JOSEPH CALLENS,
VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW
ADMINISTRATOR-CLERK
EDWIN L. McDONALD
ATTORNEY
CALVIN P. SCHMIDT
BUILDING DIRECTOR
DUANE EMMINGER
FINANCE
ROBERT E. SHOUSE
PLANNING DIRECTOR
STANLEY R. MANSFIELD
PUBLIC WORKS DIRECTOR
THOMAS E. SHELTON
PURCHASING AGENT
RUBIN DOBKIN
TREASURER
JOSEPH J. COURREGES

Board of Directors
Midway City Sanitation District
7631 Thirteenth Street
Westminster, California

Subject: Midway City Sanitation District
15-inch Line on Talbert From Bushard
Street to Fountain Valley West City
Limit (Off-site Sewer for Tract 2699)

Gentlemen:

Investigation is presently underway to determine the most economical alignment for a proposed storm drain running on Cannery from 1300 feet + North of Talbert to the Cannery-Talbert intersection; thence easterly to the Central Valley Channel.

One possible solution would necessitate the connection of your 15-inch line to the Orange County Sanitation trunk sewer in Cannery. This would permit abandonment of the remainder of the 15-inch line between Cannery and Bushard, thereby eliminating the maintenance of this portion.

Inasmuch as this connection would be of mutual benefit to both of our agencies, it is suggested that cost of this work be shared equally. Work could be performed by your forces or by contract. The City will obtain the necessary permits from the Orange County Sanitation District.

I understand there is an existing seven year reimbursement agreement, executed March 1957, between your District and Huntington Enterprises. The City of Fountain Valley has constructed a parallel sewer line on Talbert between Bushard and Cannery. Existing City Ordinances would not permit connection to the Midway City Sanitation District sewer within these limits; therefore, your line would

Board of Directors
August 15, 1963
Page -2-

have no reimbursement value to the Huntington Enterprises. We, therefore, request that your action include abandonment of all rights to the sewer main between the above limits.

Thank you for your consideration of this matter. If I can be of any further help, please do not hesitate to call.

Very truly yours,



Marvin C. Haglund
Director of Public Works

MCH/eh

March 13, 1963

City of Fountain Valley
9461 Talbert Avenue
Fountain Valley, California

Re: Accommodation Agreement,
Sewers No. Accom. A-63-1

Attention Edwin L. McDonald

Gentlemen:

The Governing Board of the Midway City Sanitary District at their regular meeting of March 7, 1963, by minute order, adopted Resolution No. 261 authorizing the President and Secretary to sign the Accommodation Agreement between the City of Fountain Valley and the Midway City Sanitary District.

As you requested, we are enclosing three copies for your files.

Yours very truly,

W. L. Swinson
Manager

:cc

CITY OF FOUNTAIN VALLEY

CITY COUNCIL:

JIM KANNO, MAYOR
JOSEPH CALLENS, VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW

ATTORNEY

CALVIN P. SCHMIDT

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511
KIMBERLY 9-0361

March 7, 1963

ADMINISTRATOR-CLERK
EDWIN L. McDONALD

PUBLIC WORKS DIRECTOR
THOMAS E. SHELTON

PLANNING DIRECTOR
STANLEY R. MANSFIELD

Midway City Sanitary District
7631 - 13th Street
Westminster, California

Gentlemen:

Enclosed are six copies of the Accommodation Agreement between the City of Fountain Valley and the Midway City Sanitary District for joint use of each agency's sewer lines.

It is my understanding that at your last Board Meeting you discussed the basic Accommodation Agreement and that recommendations were made by both the City of Fountain Valley and your honorable body as to the contents covered in said agreement.

At the regular council meeting of the City of Fountain Valley held on March 4, 1963, the City Council unanimously approved said agreement, six copies of which are being forwarded for your consideration and execution. After execution of the Agreement, please forward three fully executed copies to the City of Fountain Valley for final processing.

Yours truly,


Edwin L. McDonald
Administrator-Clerk

ELM:mc
Enc.

cc: Clayton Staples
Calvin Schmidt
Tom Shelton

EXCERPT OF MINUTES OF THE CITY COUNCIL
OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA

A Regular meeting of the City Council of the City
of Fountain Valley, California, was held on March 4, 1963.

ACCOMMODATION AGREEMENT, SEWERS NO. ACCOM. A-63-1 - A basic Accommodation
Agreement between the
Midway City Sanitation
District and the City of
Fountain Valley.


The City Attorney said he checked over the Agreement and it was
in order and filled the requirements as set forth by the City Engineer.
He recommended that the Agreement be approved.

On a motion by Councilman Boer, second by Councilman Moiola,
and with unanimous approval of the Council, it was moved to accept
Accommodation Agreement No. A-63-1.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF FOUNTAIN VALLEY)

I, EDWIN L. McDONALD, City Clerk and ex-officio Clerk of the
City Council of the City of Fountain Valley, California, hereby
certify the foregoing to be a full, true and correct copy of the
minute entry on record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 7th day of March, 1963.


EDWIN L. McDONALD, City Clerk
and ex-officio Clerk of the
City Council of the City of
Fountain Valley, California.

BASIC ACCOMMODATION AGREEMENT BETWEEN
THE MIDWAY CITY SANITARY DISTRICT
AND THE CITY OF FOUNTAIN VALLEY.
NO. ACCOM. A-63-1

THIS AGREEMENT made by and between the MIDWAY CITY SANITARY DISTRICT, hereinafter called the DISTRICT, and the CITY OF FOUNTAIN VALLEY, hereinafter called CITY, on the 5th day of March, 1963.

THE PURPOSE of this agreement is to provide sewerage facilities for the area hereinafter described so as to benefit the area lying within the DISTRICT and the area lying within the CITY.

W I T N E S S E T H:

WHEREAS, a certain territory of the CITY, hereinafter described and shown on Exhibit "A", is in need of sewerage service, which can conveniently be provided by the existing trunk sewer system of the DISTRICT; and

WHEREAS, portions of the DISTRICT, hereinafter described and shown on Exhibit "A", has need of sewerage service, which can in development be most conveniently served by lines of the CITY; and

WHEREAS, the existing sewerage facilities of the DISTRICT have excess capacity beyond the present needs of the property within the DISTRICT which said trunk sewers were designed to serve; and

WHEREAS, lines of the CITY shall be so constructed as to have excess capacity to provide service for needs of the DISTRICT;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That DISTRICT will grant without charge to CITY permits and permission for the discharge of sewerage into the existing sewer system of the DISTRICT from the territory in the CITY described as follows:

That area of the CITY OF FOUNTAIN VALLEY lying Northerly of Edinger Avenue (Smeltzer Avenue) and a strip of area

approximately 300 feet wide lying Southerly of Edinger Avenue between Bushard Street and Euclid Street (Verano Street).

2. That CITY shall grant permits and permission for the discharge of sewerage into the sewer system of CITY from the territory in the DISTRICT as shown on the attached Exhibit "A" and described as follows:

That area of the DISTRICT within the Southeast Quarter of Section 18, Township 5 South, Range 10 West lying Southerly of the Orange County Flood Control Channel and Northerly of the Fountain Valley City Boundary; and the North half of the South half of the Southwest Quarter of Section 17, Township 5 South, Range 10 West.

3. That CITY shall specifically construct or otherwise provide and make available to DISTRICT for the discharge of sewerage from the area above described a certain 10" sewer line as shown on the plans and profiles of Tract 4809 as filed with the CITY OF FOUNTAIN VALLEY.

4. That this agreement relates only to residential and commercial sewerage. No provision is herein made for the discharge of industrial waste.

5. Garbage and trash collection pick-up shall not be made available to the CITY OF FOUNTAIN VALLEY, nor shall the CITY OF FOUNTAIN VALLEY provide garbage and trash collection pick-up service to the MIDWAY CITY SANITARY DISTRICT.

6. It is mutually agreed that all maintenance of sewer lines shall be provided by the party owning said lines, and the mutual benefits to each party shall be assumed to compensate each party in full without additional fee or charge.

7. The CITY OF FOUNTAIN VALLEY does hereby agree to normal maintenance on that section of the DISTRICT'S line lying in Edinger Street within the CITY OF FOUNTAIN VALLEY between the limits of

Bushard and Brookhurst. Normal maintenance to be defined as periodic servicing of the line to maintain normal flow and shall not include repair work requiring excavating, reconstructing or replacing any lines or facilities. Each party shall maintain those lines within its separate jurisdiction.

8. Each party shall waive to the other all normal "tie-in" or connection fees and all other fees for work performed under the terms of this agreement.

9. This agreement shall not be terminated unless both parties consent to said termination and shall otherwise extend for the life of the lines in question.

(SEAL)

MIDWAY CITY SANITARY DISTRICT

By Russell Johnson
Chairman, Board of Directors

By Frederic Day
Secretary, Board of Directors

(SEAL)

CITY OF FOUNTAIN VALLEY

By [Signature]
For

ATTEST:

[Signature]
City Clerk of Fountain Valley

January 25, 1963

Mr. Thomas E. Shelton
City Engineer
City of Fountain Valley
9461 Talbert Avenue
Fountain Valley, Calif.

Dear Sir:

In reply to your letter of January 9, 1963, regarding work done within our District by Dorfman Construction Company in connection with the installation of the Fountain Valley Water System, this will advise that all work has been completed in a satisfactory manner.

Yours very truly,

MIDWAY CITY SANITARY DISTRICT

W. L. Swinson
Manager

WLS:wm

CITY OF FOUNTAIN VALLEY

CITY COUNCIL:

JIM KANNO, MAYOR
JOSEPH CALLENS, VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW

ATTORNEY

CALVIN P. SCHMIDT

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511
KIMBERLY 9-0361

January 9, 1963

ADMINISTRATOR-CLERK

EDWIN L. McDONALD

PUBLIC WORKS DIRECTOR

THOMAS E. SHELTON

PLANNING DIRECTOR

STANLEY R. MANSFIELD

Midway City Sanitary District
7631 Thirteenth Street
Westminster, California

Attention: Inspection Section

Subject: Waterline Construction
Fountain Valley Water System

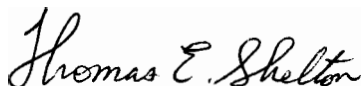
Gentlemen:

In the very near future, the Contractor for the City of Fountain Valley, Dorfman Construction Company, should be completing all construction for this water system. After the time the contract is completed, the City of Fountain Valley may not be in a position to make reconstruction on minor repair work that may have been overlooked.

We request that your inspection forces make a thorough examination of the contract work within your jurisdiction and advise us in writing of those items of work that you desire the Dorfman Construction Company to repair.

We would appreciate receiving this summary prior to January 28, 1963.

Sincerely yours,



Thomas E. Shelton
Public Works Director & City Engineer

TES/eh

cc: Dorfman Construction Company

RECEIVED
JAN 10 1963
Midway City Sanitary District

CITY OF FOUNTAIN VALLEY



CITY COUNCIL:

JIM KANNO, MAYOR
JOSEPH CALLENS, VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511
KIMBERLY 9-0361

ADMINISTRATOR-CLERK
EDWIN L. McDONALD
PUBLIC WORKS DIRECTOR
THOMAS E. SHELTON
PLANNING DIRECTOR
STANLEY R. MANSFIELD

ATTORNEY
CALVIN P. SCHMIDT

January 9, 1963

Midway City Sanitary District
7631 Thirteenth Street
Westminster, California

Attention: Inspection Section

Subject: Waterline Construction
Fountain Valley Water System

Gentlemen:

In the very near future, the Contractor for the City of Fountain Valley, Dorfman Construction Company, should be completing all construction for this water system. After the time the contract is completed, the City of Fountain Valley may not be in a position to make reconstruction on minor repair work that may have been overlooked.

We request that your inspection forces make a thorough examination of the contract work within your jurisdiction and advise us in writing of those items of work that you desire the Dorfman Construction Company to repair.

We would appreciate receiving this summary prior to January 28, 1963.

Sincerely yours,

Thomas E. Shelton
Public Works Director & City Engineer

TES/eh
cc: Dorfman Construction Company

August 20, 1962

City of Fountain Valley
9461 Talbert Avenue
Fountain Valley, California

Attention: Thomas E. Shelton


Subject: Letter Dated 8-14-62
Accommodation Agreement

Dear Sir:

We wish to thank you for your letter and proposed Accommodation Agreement for sewer service. This was presented to the Governing Board at their regular meeting on August 16, 1962. The Board then referred this matter to the Attorney, Manager and Engineer for the District, after which they will bring their recommendations to the Governing Board of the Midway City Sanitary District.

When these recommendations are received and a final decision is made, your office will be notified.

Very truly yours,


W. L. Swinson
Acting Manager

:cc

CITY OF FOUNTAIN VALLEY

CITY COUNCIL:

JIM KANNO, MAYOR
JOSEPH CALLENS, VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW

ATTORNEY

CALVIN P. SCHMIDT

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511
KIMBERLY 9-0361

August 14, 1962

ADMINISTRATOR-CLERK

EDWIN L. McDONALD

PUBLIC WORKS DIRECTOR

THOMAS E. SHELTON

PLANNING DIRECTOR

STANLEY R. MANSFIELD

Midway City Sanitary District
7631 13th Street
Westminster, California

Attention: Mr. Swinson

Subject: Accommodation Agreement
Midway City Sanitary District and
City of Fountain Valley

Dear Sir:

Enclosed herewith you will find a Draft of a proposed Accommodation Agreement for sewer service between our mutual agencies. Attached to this Agreement is an Exhibit "A" showing the proposed service areas.

I might stress that this is a draft only and presented for your review and comments. We will be glad to include any changes you may desire.

Upon receipt of your recommendations, we shall be glad to prepare a final document for presentation to our mutual governing bodies.

Sincerely yours,



Thomas E. Shelton
Public Works Director & City Engineer

TES/eh

Enclosures

cc: Mr. Jack Rimmel
Staples Engineering Company

RECEIVED

AUG 15 1962

Midway City Sanitary District

CITY OF FOUNTAIN VALLEY



CITY COUNCIL:

JIM KANNO, MAYOR
JOSEPH CALLENS, VICE MAYOR
HENRY BOER
FRED MOIOLA
DONALD WARDLOW

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511
KIMBERLY 9-0361

ADMINISTRATOR-CLERK
EDWIN L. McDONALD

PUBLIC WORKS DIRECTOR
THOMAS E. SHELTON

PLANNING DIRECTOR
STANLEY R. MANSFIELD

ATTORNEY

CALVIN P. SCHMIDT

August 14, 1962

Midway City Sanitary District
7631 13th Street
Westminster, California

Attention: Mr. Swinson

Subject: Accommodation Agreement
Midway City Sanitary District and
City of Fountain Valley

Dear Sir:

Enclosed herewith you will find a Draft of a proposed Accommodation Agreement for sewer service between our mutual agencies. Attached to this Agreement is an Exhibit "A" showing the proposed service areas.

I might stress that this is a draft only and presented for your review and comments. We will be glad to include any changes you may desire.

Upon receipt of your recommendations, we shall be glad to prepare a final document for presentation to our mutual governing bodies.

Sincerely yours,

Thomas E. Shelton

Thomas E. Shelton
Public Works Director & City Engineer

TES/eh

Enclosures

cc: Mr. Jack Rimmel
Staples Engineering Company

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, 1970, by and between the CITY OF FOUNTAIN VALLEY, hereinafter referred to as "City," and MIDWAY CITY SANITARY DISTRICT, hereinafter referred to as "District."

R E C I T A L S

1. City and District, under the authority granted to each of them by law, including the provisions of Article 1 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, providing for the joint exercise of powers by public agencies, may, by agreement entered into by them and authorized by their legislative bodies, jointly exercise in the manner herein provided any power common to them.

2. City has determined that a 12-inch sewer main extending from Bushard Street to Brookhurst Street in Edinger Avenue is necessary for its own purposes. District also has need for sewer facilities in the area and is agreeable to paying the cost of increasing the size of the line from 12" to 18", provided it can utilize the additional capacity provided thereby.

3. The final costs of construction cannot be accurately determined until after construction is completed and an accounting is made. In order to commence and prosecute the construction of the project, the parties will make payments as herein provided subject to adjustment when ultimate costs are determined.

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

EXECUTORY AGREEMENTS

4. The parties hereto hereby enter into this joint powers agreement for the joint exercise of powers and for the construction of an 18" sewer as described herein. City is hereby designated and appointed as managing agent and trustee by the parties hereto for all purposes of construction, and District is hereby designated as such agent and trustee for the purposes of operation, maintenance and replacement of said facility and appurtenances.

5. Said sewer main will be constructed in Orange County, California, in Edinger Avenue from Bushard Street to Brookhurst Street. The estimated length of the line will be 2,640 lineal feet and the estimated cost of the project is \$55,200.00.

6. City shall prepare alternate plans and specifications for the construction of a 12" and 18" sewer facility as described herein. Upon completion of said plans and specifications, City shall submit the same to District for its approval. After approval of said plans and specifications by District, City shall call for bids under its normal bidding procedures for alternate bids as follows:

A. One alternate bid shall be for the construction of a 12" sewer main to accommodate the needs of City.

B. One alternate bid shall be for the construction of an 18" sewer main for the joint use of the parties.

7. Upon receipt of said bids, City will notify District of the approved bidder for each of the alternatives. Within twenty (20) days after receipt of such notice, District shall either notify City that it declines to participate in the project or shall deposit with City the difference between said approved bids.

8. Upon deposit of said sum, City shall thereupon enter into a contract with the approved low bidder for Alternate "B". Upon completion of said project, an accounting shall be made of the total paid to the contractor for such construction and District's share of the same shall be in the same proportion to such total as the difference between the accepted bids for Alternates "A" and "B" bears to the accepted bid for Alternate "B". In the event such share is more or less than the difference between such bids, an appropriate additional payment or reimbursement shall be made.

9. Upon completion of said facility, it shall be owned by the parties or their successors in interest in accordance with the design flow capacity (designated in cubic feet per second - c.f.s.) in said line allocated to each party hereto, together with their respective percentage of ownerships:

<u>Name of Party</u>	<u>Design Flow Capacity</u>	<u>% of Ownership</u>
City	0.78 c. f. s.	38.81%
District	<u>1.23</u> c. f. s.	<u>61.19%</u>
Total	<u>2.01</u> c. f. s.	<u>100</u> %

10. Upon formal acceptance of the completed project by City, the parties shall designate District as the managing agent and trustee for the purposes of operation, maintenance and repair of said facility. It shall thereafter be the duty of District to operate the same and to maintain and preserve said line in good working order. Annually, District shall compute its cost of maintaining said line in good working order, including all overhead and administrative expense, and shall submit said computation to City and City shall remit to District an amount equal to 40% thereof.

The costs of administrative services and overhead expense for such maintenance and operation will be charged by District and paid by City at the following rates:

- (a) 30% of all direct costs where the maintenance or operation services are performed by District using its own labor and purchased materials;
- (b) 20% of all engineering fees charged by the District's own engineers for engineering services;
- (c) 10% on all other billables, including legal fees, rental of additional equipment and other miscellaneous items of expense;
- (d) None on construction contracts where the work is contracted to outside contractors.

11. It is mutually understood and agreed that it will not be possible or practical to determine or understand all of the problems of maintenance and operation, or to determine the best methods and manner of maintenance and operation of the proposed facilities in the best interests of the parties until the final engineering designs, plans and specifications have been completed and approved. It is further mutually understood and agreed and recognized that even after completion of the facilities and acceptance of the same for maintenance and operation, there may be factors and problems not theretofore known which will materially affect the manner of maintenance and operation. As these unknowns become known, it is understood and agreed that they will be the subject of future rules, regulations and agreements between the parties hereto pertaining to maintenance and operation. That to the end that the operation

of the line will be maintained at the highest efficiency possible with the lowest cost, the parties agree that they will confer with each other from time to time; at least one meeting a year will be held between the parties for the purpose of reviewing past experiences, operating procedures and any difficulties that may develop, as well as discussions of future operations, maintenance and any expenses in connection therewith; should any inequities develop in the future operations under this agreement, all parties agree that they will in good faith negotiate and eliminate such inequities so that this agreement and the operation thereunder will at all times be fair to the parties.

12. That in the event any dispute shall arise among the parties hereto with reference to any of the matters set forth in this agreement relative to the management and operation of the line, and such dispute cannot be settled by conference among the parties and their engineers and officers within a period of thirty (30) days after such dispute arises, or within such future time as the parties may agree upon, then such dispute shall be settled by arbitration in the following manner: Within ten (10) days after such arbitration shall be requested in writing by either party, each party shall appoint an arbitrator and give written notice thereof to the other party, and within ten (10) days thereafter, said arbitrators shall select one additional arbitrator and give written notice thereof to the parties hereto. In case of the failure of any party to appoint its arbitrator or the arbitrators first appointed to select such additional arbitrator, any party hereto shall have the right to apply to the Superior Court of Orange County, California, to appoint such arbitrator or arbitrators, and the arbitrators so appointed (in either manner) shall fix a convenient time and place in the County of Orange to hear the matter to be arbitrated and shall give written notice thereof to each party hereto at least five (5) days prior to

the date so fixed, and said arbitrators shall with reasonable diligence hear and determine the matter in accordance with the provisions of this agreement and the statutes and judicial decisions of the State of California at the time applicable thereto, and shall execute and acknowledge their findings of fact and decision thereon in writing, and the decision of the majority of said arbitrators shall determine the question arbitrated and a judgment may be rendered upon such decision by said Superior Court, or said decision may be vacated, modified or corrected by said Court at the instance of the parties hereto, in accordance with the then existing statutes of the State of California applicable to arbitrations, the provisions of which statutes shall apply hereto as fully as if incorporated herein; and further provided that each of the parties involved in any such dispute shall pay for the services of its appointee and its proportionate share of the proper costs of arbitration other than attorney's fees and witness fees.

13. The provisions of this agreement shall be binding upon and inure to the benefit of each of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their names the day and year hereinabove first written, and have attached certified copies of the ordinance or resolution of each of their respective governing boards authorizing the same.

ATTEST: _____
City Clerk

CITY OF FOUNTAIN VALLEY
By _____
Mayor

ATTEST: _____
Secretary

MIDWAY CITY SANITARY DISTRICT
By _____
President

May 7, 1962

City of Fountain Valley
9461 Talbert Avenue
Fountain Valley, California

Re: Letter 4-27-62

Gentlemen:

Your letter of April 27, 1962 was presented to the Governing Board of the Midway City Sanitary District at their regular meeting of May 3, 1962. Your request to utilize the District's lines which are located within the City of Fountain Valley was considered.

The Governing Board turned this over to their engineer Mr. Clayton Staples, and he is to study this possibility and capacity of these lines and will then bring his recommendation to the Board for their consideration.

We will be most happy to advise you when this information is available for the Governing Board, and they have made their decision.

Yours very truly,

Corrine Cranor
Clerk

:cc

CITY OF FOUNTAIN VALLEY

CITY COUNCIL:

JIM KANNO, MAYOR
HENRY BOER
JOSEPH CALLENS
CHARLES ISHII
ROBERT WARDLOW

9461 TALBERT AVENUE
FOUNTAIN VALLEY, CALIFORNIA
VIKING 7-3511

April 27, 1962

RECEIVED

APR 30 1962

Midway City Sanitary District

CITY CLERK-ADMINISTRATOR

F. J. KLECKER

CITY ATTORNEY:

CALVIN P. SCHMIDT

Midway City Sanitary District
7631 13th Street
Westminster, California

Subject: Proposed Service Agreement

Gentlemen:

The Midway City Sanitary District has sewer lines within the boundaries of the City of Fountain Valley in two locations. (1) There is a sewer line originating at the intersection of Bushard and Edinger Street that runs easterly in Edinger to Brookhurst then turns and runs northerly in Brookhurst out of the City. (2) There is a line in Talbert Avenue that originates at Bushard Street and runs westerly out of the City in the vicinity of Newland Avenue.

It is my understanding that an informal agreement was discussed with our former City Administrator to grant use of these lines to Fountain Valley before their actual construction took place.

The Master Sewer Plan for the City of Fountain Valley, prepared by the James M. Montgomery Company, proposes to parallel these lines with a new line in our ultimate sewer development.

It is my personal feeling that the Orange County Taxpayer personally gets "robbed" by being forced to pay for duplicate facilities to perform the same job. It would seem to be folly to construct two lines parallel to each other in the same street.

The City of Fountain Valley requests that your honorable body grant us the permission to utilize these sewer lines. In considering our request for service through these lines, we acknowledge that it would be only proper that we share in their cost and maintenance perhaps in some form of "rent".

Midway City Sanitary District

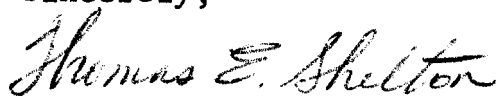
-2-

April 27, 1962

We request that you give this matter study and we hope that an agreement may be arrived at that would be mutually beneficial to all parties concerned.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Thomas E. Shelton".

Thomas E. Shelton
City Engineer

TES/js

April 27, 1962

Midway City Sanitary District
7631 13th Street
Westminster, California

Subject: Proposed Service Agreement

Gentlemen:

The Midway City Sanitary District has sewer lines within the boundaries of the City of Fountain Valley in two locations. (1) There is a sewer line originating at the intersection of Bushard and Edinger Street that runs easterly in Edinger to Brookhurst then turns and runs northerly in Brookhurst out of the City. (2) There is a line in Talbert Avenue that originates at Bushard Street and runs westerly out of the City in the vicinity of Newland Avenue.

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Midway City Sanitary District

-2-

April 27, 1962

We request that you give this matter study and we hope that an agreement may be arrived at that would be mutually beneficial to all parties concerned.

Thank you for your consideration.

Sincerely,

Thomas E. Shelton

Thomas E. Shelton
City Engineer

TES/js

EXHIBIT 9

ORANGE COUNTY

VOLUNTEER EMERGENCY PREPAREDNESS ORGANIZATION

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is entered into on the 6 day of September, 2011, by and between Municipal Water District of Orange County (MWDOC), Coastal Municipal Water District (Coastal), Orange County Water District (OCWD), and the undersigned participants in the Orange County Volunteer Emergency Preparedness Organization (VEPO), (All parties are collectively referred to as "VEPO Participants"), pursuant to California Government Code §895.4.

WHEREAS, VEPO was formed in 1983 by the Orange County water community for the purposes of coordinating an emergency response by all Orange County water agencies in the event of an earthquake, flood, fire, or other regional disaster; and

WHEREAS, to accomplish this purpose each of the VEPO Participants has or will contribute the use of certain of its facilities and equipment and the services of certain of its personnel, both in preparation for an emergency and in response to any emergency situation pursuant to an Emergency Response Plan prepared by VEPO; and

WHEREAS, the VEPO Participants desire to indemnify and hold each other harmless from any liability for injury or property damage incurred by any VEPO Participant or its employees, officers or agents or to third parties in the course of or as a result of their participation in VEPO activities;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the VEPO Participants agree as follows:

1. VOLUNTARY PARTICIPATION

Neither this Agreement, nor the VEPO Emergency Response Plan creates, or shall be deemed to create, any contractual or implied duty on the part of any signatory to provide, or

attempt to provide, any real property, structures, facilities, tools, vehicles, equipment, machinery, materials, personal property or personnel to any other VEPO Participant or third party. No signatory shall be liable for its failure to provide, or attempt to provide, assistance to any other party. It is the intent of the parties that assistance under the VEPO Emergency Response Plan be provided on a strictly voluntary basis, and that no joint venture be created.

2. LIABILITY FOR JOINING

Notwithstanding Government Code S895.2, it is the intent of the signatories to this Agreement that there shall be no liability assumed by, or imposed upon, any signatory solely by reason of such signatory executing the VEPO Emergency Response Plan or this Agreement."

In the event of any liability, claim, demand, action or proceeding of whatever kind or nature arising out of the rendering of assistance through VEPO, the parties involved in rendering or receiving assistance through VEPO agree to indemnify and hold harmless, to the fullest extent allowed by law, each signatory to the VEPO Emergency Response Plan whose only involvement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding, is the execution and approval of the VEPO Emergency Response Plan and this Agreement. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for personal injury and property damage and is not waived as a result of the uninvolved party's negligent or willful failure to respond in accordance with the VEPO Emergency Response Plan.

3. COVENANT NOT TO SUE OTHER PARTICIPANTS

Each VEPO Participant agrees to assume the entire risk of loss and to indemnify and hold each of the remaining VEPO Participants harmless from any and all claims, liability, or damages for personal injury or property damage incurred by that VEPO Participant or its agents, employees or officers as a result of any defect or dangerous condition of any real property, structures,

facilities, tools, vehicles, equipment, machinery, materials, personal property or other items supplied or contributed for the use of VEPO by itself or any other VEPO Participant. The right to indemnification shall not be barred by the passive negligence of the VEPO Participant which supplies or contributes the real or personal property for use by VEPO, including, but not limited to, the failure to warn of or take action to correct any defect or dangerous condition if the defect or dangerous condition was not the result of active negligence on the part of that VEPO Participant or its agents, employees or officers.

4. COVENANT TO INDEMNIFY OTHER PARTICIPANTS AGAINST CLAIMS BY
THIRD PARTIES

Each VEPO Participant agrees to assume the entire risk of loss and to indemnify and hold each of the remaining VEPO Participants harmless from any and all claims, demands, liabilities, costs and damages (including reasonable attorneys' fees and costs of defense) for personal injury or property damage incurred by any third person, or entity, not a party to this Agreement as a result of any defect or dangerous condition of any real property, structures, facilities, tools, vehicles, equipment, machinery, materials, personal property or other items, supplied or contributed for the use of VEPO by that VEPO Participant.

5. COVENANT TO INDEMNIFY OTHER PARTICIPANTS FOR ACTS OF OFFICERS
AND EMPLOYEES

Except as provided in Paragraph 6 hereof, while carrying out their functions and activities under the Emergency Response Plan, each agent, employee and officer of a VEPO Participant shall continue to act within the scope and duties of his employment or relationship with that VEPO Participant and shall not be deemed to be, or act in the capacity of, an agent, employee or officer of VEPO or of any of the remaining VEPO Participants. Except as provided in Paragraph 6 hereof,

each VEPO Participant agrees to assume the entire risk of loss and to indemnify and hold the remaining VEPO Participants harmless from any and all claims, liabilities or damages for personal injury incurred by any VEPO Participant, its officers, employees or agents or any third person, not a party to this Agreement as a result of the active negligence or intentional, willful or malicious acts of that VEPO Participant's officers, employees, or agents while engaged in carrying out their duties, functions or activities pursuant to the VEPO Emergency Response Plan.

6. EMPLOYEE CLAIMS.

Any employee, officer or agent of a VEPO Participant who is acting under the direction, supervision or control of an employee, officer or agent of another VEPO Participant pursuant to the VEPO Emergency Response Plan shall, except as otherwise provided under Labor Code §§3600.2 through 3600.6, be considered to be the special employee of the VEPO Participant which is directing, supervising or controlling the activity and the general employee of his or her regular employer while engaged in carrying out duties, functions or activities pursuant to the VEPO Emergency Response Plan. The special employer, if any, and general employer, shall indemnify and hold all other VEPO Participants harmless from any and all claims, liabilities or damages for personal injury incurred by such officers, employees or agents while engaged in carrying out their duties, functions or activities pursuant to the VEPO Emergency Response Plan, notwithstanding any passive negligence of other VEPO Participants.

It is the intent of the parties that personnel made available through VEPO be insured against loss or injury through the Workers Compensation insurance of those who controlled and directed their work through VEPO.

7. COVENANT TO MAINTAIN INSURANCE OR SELF-INSURE

Each VEPO Participant agrees to obtain and maintain insurance policies naming the remaining VEPO Participants as additional insureds or participate in a self-insurance pool,

or maintain a reasonably adequate self-insurance fund as appropriate for general liability, workers' compensation, automobile and property owners' liability which will cover all activities, personnel, vehicles, equipment, real property, tools, machinery and personal property of that VEPO Participant while engaged in the VEPO Program. The ability to respond in damages shall be in the following minimum amounts:

- a. General Liability (including bodily injury): \$1,000,000 per occurrence.
- b. Workers' Compensation: \$200,000 per occurrence
- c. Automobile Coverage: Compliance with Vehicle Code Section 16430 for vehicles owned or leased by the VEPO Participant.
- d. Property Owner's Liability, if applicable: \$1,000,000 per occurrence

8. ARBITRATION

The parties to this Agreement acknowledge that in the event of a claim for personal injury or property damage arising out of a VEPO activity, it would probably be in the best interests of the VEPO Participants and their insurers to submit the issue, of which VEPO Participant or Participants has the ultimate duty to indemnify the others, to binding arbitration and that the party or parties determined to be ultimately responsible conduct the defense of the claim on behalf of the other VEPO Participant defendants in the event of a lawsuit.

It is the intent of the parties to encourage the use of binding arbitration to effectuate the terms of this Agreement whenever possible. Therefore, each VEPO Participant agrees that, as soon as possible after receiving notice of any claim arising out of a VEPO activity, that VEPO Participant will notify all VEPO Participants in writing of the existence of the claim or potential claim.

Upon receipt of notice of a claim or potential claim arising out of a VEPO activity from a claimant or another VEPO Participant, each VEPO Participant, which is not self-insured, will notify

its insurance carrier of the existence of the claim and of the terms of this Agreement. If the insurance carriers of VEPO Participants and self-insured VEPO Participants agree to submit the issue of the obligation to indemnify under this Agreement to binding arbitration, the parties hereto agree not to object to arbitration.

Nothing herein shall be construed as a consent or undertaking on the part of any insured VEPO Participant to pay all or any portion of the costs of arbitration or other costs which it would not otherwise be obligated to pay under its insurance policy in the absence of this Agreement.

9. EXECUTION IN COUNTERPARTS

This Agreement shall be executed by each VEPO Participant in duplicate originals, each of which shall be considered an original Agreement. This Agreement shall not become effective as to any VEPO Participant until all VEPO Participants have executed this Agreement and have delivered an executed original to the VEPO Coordinator who will provide each VEPO Participant with a photocopy of all executed signature pages and a list of all Participants. Prior to the admission of any additional agencies to the VEPO Program, such agency shall be required to execute this Agreement and comply with this provision.

10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the original Participants and all parties who may subsequently enter into this Agreement, and their officers, agents, employees, successors and assigns. The names of the VEPO Participants, all of which are signatories to this Agreement, are and shall be set forth on the list attached hereto as Exhibit "A" and incorporated herein by reference. Additional Participants may be added to the list from time to time upon execution of this Agreement and compliance with Paragraph 5 hereof. Such additions shall automatically constitute an amendment of this Agreement without further action by existing

Participants and shall not void or invalidate this' Agreement.

11. MARS PROGRAM

It is the understanding and intention of the VEPO Participants that the VEPO program will be coordinated with the MARS program established by Metropolitan Water District of Southern California and that the terms and conditions hereof shall apply with equal force and effect to activities performed under the MARS program.

12. CAPTIONS

The Captions heading the various paragraphs of this Agreement are for convenience only and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

IN WITNESS WHEREOF, each of the VEPO Participants has caused this instrument to be executed by its authorized agent or official evidencing the consent of the legislative body hereto.

DATED: 10/3/2011 MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
ATTEST: [Signature] (MWDOC)
By

DATED: September 6, 2011 MIDWAY CITY SANITARY DISTRICT (MCSD)
ATTEST: [Signature] By Ken Robbins, General Manager

EXHIBIT "A"

VEPO PARTICIPANTS

This list constitutes a complete list of VEPO Participants.

City of Anaheim

City of Brea

City of Buena Park

City of Fountain Valley

City of Fullerton

City of Garden Grove

City of Huntington Beach

City of La Habra

City of La Palma

City of Newport Beach

City of Orange

City of San Clemente

City of San Juan Capistrano

City of Santa Ana

City of Seal Beach

City of Tustin

City of Westminster

East Orange County Water District

El Toro Water District

Golden State Water Company

Irvine Ranch Water District

Laguna Beach County Water District

Mesa Consolidated Water District

Moulton Niguel Water District

Municipal Water District of Orange County

Orange County Sanitation District

Orange County Water District

Santa Margarita Water District

Serrano Water District

South Coast Water District

South Orange County Wastewater Authority

Trabuco Water District

Yorba Linda Water District

Costa Mesa Sanitary District

11/11/11
11/11/11



EXHIBIT 10

Spill Reporting Form

1. When you arrive at the scene of a spill take a moment to figure out what's going on, estimate how large the spill is, and determine whether or not it has entered a storm drain.
2. When you get back to the office, put the form on Ken's desk immediately.

Time the spill was reported to the District: _____

Address of spill: _____ Date: _____

Did the spill reach a storm drain drainage channel, surface water body, or other waters of the State: YES or NO

When did the spill end (date and time): _____

Total spill volume (gallons): _____

Volume of spill recovered (gallons): _____

How much of the spilled sewage, wash water, and any water that came into contact with spilled sewage was discharged to the storm drain or other surface waters (gallons): _____

Sanitary sewer spill structure, including identification number or location (manhole, constructed overflow pipe, crack in pipe, etc.): _____

Spill cause (circle one or more):

- | | | | | | | |
|-----------|--------------|--------------|----------------------|-----------------|---------------|------------------|
| Roots | Grease | Line Break | Infiltration | Rocks | Blockage | Debris |
| Vandalism | Construction | Flood Damage | Pump Station Failure | Manhole Failure | Power Failure | Private Property |

ALL CALLS MUST BE MADE WITHIN ONE HOUR
FOR PRIVATE SPILLS CALL HEALTH CARE AND CAL EMA

↑ Call the Regional Water Quality Control Board (Time: _____)

During Business Hours 1-951-782-4130

Off Business Hours 1-800-852-7550

↑ Call the Orange County Health Care Agency (Time: _____)

During Business Hours 1-714-433-6419

Off Business Hours 1-714-628-7008 (Control One)

↑ Call the County of Orange (OC Public Works) (Time: _____)

Only if spill reaches the storm drain

During Business Hours 1-877-897-7455

Off Business Hours 1-714-628-7008 (Control One)

↑ Call the Cal EMA (call during the event) (Time: _____)

Only if spill is greater than 1000 gallons and/or reaches the ocean (OR PRIVATE SPILLS)

1-800-852-7550

Other observations/comments:
