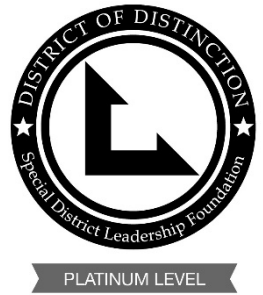




TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Ashley Porter • Vice-President – Michael Callahan • Director – Kevin Graves • Director – Bryon Gutow • Director – Carolyn Graham

**NOTICE OF THE REGULAR MEETING
OF THE WATER AND WASTEWATER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, February 1, 2023, 5:30 P.M.**

**NOTICE
Coronavirus COVID-19**

In response to the current proclaimed State of Emergency, indoor masking recommendations, and recommended measures to promote social distancing imposed by State and local officials, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically (if available) or in person.

TO ATTEND IN PERSON: The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

TO ATTEND BY ZOOM WEBINAR: <https://us06web.zoom.us/j/81370654114>

TO ATTEND BY PHONE: +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 813 7065 4114

Download Agenda Packet and Materials at www.todb.ca.gov

Water and Wastewater Committee Members

Ashley Porter
Kevin Graves

A. ROLL CALL

1. Call business meeting to order 5:30 p.m.
2. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Committee on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Committee for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Committee and the commenter as the law strictly limits the ability of Committee members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Committee only. Any clarifying questions from the Committee must go through the Chair. Comments from the public do not necessarily reflect the viewpoint of the Committee members.

C. DRAFT MINUTES TO BE APPROVED

1. Approve Regular Water and Wastewater DRAFT Meeting minutes of December 7, 2022.

D. PRESENTATIONS

E. UPDATES

1. Grant Update

F. DISCUSSION

1. Discussion Regarding Establishing Chair and Vice-Chair.
2. Discussion Regarding the Proposal to Amend Ordinance No. 7
3. Discussion Regarding East County Water Management Agreement.
4. Discussion Regarding the Sewer System Management Plan.

G. FUTURE DISCUSSION/AGENDA ITEMS

H. ADJOURNMENT

1. Adjourn to the next Standing Water and Wastewater Committee meeting on March 1, 2023, at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Kevin Graves • Vice-President – Ashley Porter • Director – Bryon Gutow • Director – Michael Callahan • Director – Carolyn Graham

**MINUTES OF THE REGULAR MEETING
OF THE WATER AND WASTEWATER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Wednesday, December 7, 2022, 5:30 P.M.**

Water and Wastewater Committee Members

*Chair Kevin Graves
Vice-Chair Ashley Porter*

A. ROLL CALL

1. Called business meeting to order 5:30 p.m.
2. Roll Call was taken and all members were present.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. DRAFT MINUTES TO BE APPROVED

1. Approve Regular Water and Wastewater DRAFT Meeting minutes of November 2, 2022.

Vice-Chair Porter made a Motion to Approve the Draft Minutes of November 2, 2022.
Chair Graves second.

Vote: Motion Carried – AYES: 2, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. PRESENTATIONS

None.

E. UPDATES

None.

F. DISCUSSION

1. Discuss Clipper Drive Wastewater Pipeline Project

Presented by General Manager, Dina Breitstein.

- Veolia is running this project for the Town. W.R. Forde has been hired for the construction of the project.
- Materials have been ordered with a 3-4 week lead time. Construction will take approximately one week.

2. Discuss Viability of Contra Costa Water District Providing Backup Water Supply.

Presented by Projects Manager, Mike Yeraka.

- Town has been tracking the specific conductance of the water supply.
- Discussed opening a dialogue with Contra Costa Water District about an alternate water supply should the Town have a need in the future.

G. FUTURE DISCUSSION/AGENDA ITEMS

None.

H. ADJOURNMENT

1. Meeting adjourned at 5:44 to the next Standing Water and Wastewater Committee meeting on February 1, 2023, at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

February 1, 2023

Prepared By: Mike Yeraka, Projects Manager
Submitted By: Dina Breitstein, General Manager

Agenda Title

Proposal to Amend Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.

Recommended Action

Provide Input to Staff Regarding proposed amendments to Ordinance No. 7 "Water Regulations and Service Ordinance" as drafted, waive its full reading, and set the Public Hearing for Adoption of Draft Ordinance No. 7 at the Board's regular meeting on March 1, 2023.

Executive Summary

On January 17, 2001, the Town's Board of Directors adopted Ordinance No. 7 establishing a water ordinance throughout Discovery Bay. From time to time, Town Ordinances are reviewed for the purpose of correcting, updating and ensuring compliance with evolving law. The last update/amendment to Ordinance No. 7 was on February 5, 2020.

A revised and updated draft amendment to Ordinance No. 7 is proposed to be introduced to the Board on February 15, 2023. The update focuses on requiring the end of new residential fire sprinkler systems to be connected to a single toilet inside the dwelling, which provides circulation of water in the fire line when the toilet is flushed, thereby preserving water quality and negating the need for a backflow prevention device at the water meter. A summary of Draft Ordinance No. 7 will be published in the newspaper at least 5-days prior to the Board Meeting on March 1, 2023.

The proposed changes to Ordinance No 7 have been highlighted in red with track changes in the relevant sections of the proposed draft. Not all sections of Ordinance No 7 are included in the attachment for ease of reference.

If adopted by the Board at a Public Hearing on March 1st, Amended Ordinance No.7 will become effective thirty days later.

Fiscal Impact:

Amount Requested \$ N/A
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

January 17, 2001 – Adoption of Ordinance No. 7
March 21, 2018 - Adoption of Amended Ordinance No. 7
February 5, 2020 – Adoption of Amended Ordinance No. 7

Attachments

Draft of Ordinance Amending Ordinance No 7
Draft Amended Ordinance No. 7 with revisions highlighted.

AGENDA ITEM: F2

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE**

WHEREAS, the Town of Discovery Bay Community Services District (the “Town”) Ordinance No. 7 currently provides regulations regarding water service; and

WHEREAS, the Board of Directors of the Town amended Ordinance No. 7 Water Regulations and Service Ordinance on February 5, 2020, and

WHEREAS, the Town desires to amend Ordinance No. 7 to add Section 2.16 to define the term Passive Purge System, and to add Section 37.04 to regulate the installation of Passive Purge Systems used for automatic residential fire sprinkler systems.

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

Section 1

Section 2.16 of Ordinance No. 7 is added to read as follows:

“2.16 Passive Purge System. A type of fire sprinkler system that serves a single toilet in addition to the fire sprinklers inside the dwelling, which provides circulation of water in the fire line when the toilet is flushed, thereby preserving water quality and negating the need for backflow prevention at the TODBCSD water meter.”

Section 2

The Sections subsequent to the added Section 2.16 shall be renumbered to accommodate the added Section. 2.16.

Section 3

Section 37.04 of Ordinance No. 7 is added to read as follows:

37.04. Except as set forth in Section 37.04.05, all automatic Residential fire sprinkler systems installed in newly constructed Residential dwellings within the TODBCSD jurisdiction shall be designed using a Passive Purge System design that is approved by the local fire prevention authority and in accordance with the requirements set forth in this Section 37.04.

37.04.01. The piping configuration for the Passive Purge System shall be designed with the end of the fire line on each level of the Residential dwelling connected as the only Water supply to one toilet on each level of the Residential dwelling, or to the most remote toilet to the service in the case of a looped fire system.

37.04.02 The Passive Purge System shall meet all requirements of the National Fire Protection Association (“NFPA”), including NFPA 13D, as it is amended from time to time.

37.04.03 Once the Passive Purge System has been installed at the Residential dwelling prior to sheet rock being installed, the property Owner and/or homebuilder shall notify the TODBCSD that the Passive Purge System is ready for inspection to confirm that the Residential fire sprinkler system is installed as required by this Section 37.04, and the rules and regulations of the TODBCSD.

37.04.04 Property Owners shall not alter any Water pipe integrated with the Passive Purge System for the dwelling without prior written approval from the General Manager.

37.04.05 Exception. When the local fire prevention authority does not approve the use of Passive Purge Systems in accordance with this Ordinance, the residential fire sprinkler system shall be installed with an approved backflow assembly valve to protect the TODBCSD Water supply source shall be installed at the water meter.

37.04.06 Service of Water to any premise shall be discontinued by the TODBCSD if the automatic fire protection system for the premise is not installed or inspected as required by this Section 37.04, and the rules and regulations of the TODBCSD. Service will not be restored until such condition or defects are corrected.

Section 4 If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town of Discovery Bay Community Services District Board of Directors hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portion thereof.

Section 5 This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the Town of Discovery Community Services District or any officer or employee thereof a mandatory duty of care toward persons and property within or without the District so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6 This Ordinance is hereby declared to have been adopted by the Town of Discovery Bay Community Services District Board of Directors at a meeting thereof duly called and held on the 1st day of March, 2023, and ordered to be given effect thirty (30) days after its first publication as mandated by statute.

****Certification on Following Page****

CERTIFICATION

Passed and adopted at a regular meeting of the Board of Directors of the Town of Discovery Bay Community Services District held on March 1, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ashley Porter
Board President

Attest:

Board Secretary



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 7

Proposed Amendments are shown in red as track changes to the relevant sections of the Ordinance

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

SECTION I GENERAL PROVISION

- 1 .01 . Short Title. This Ordinance shall be known and may be cited as Town of Discovery Bay Community Services District ("TODBCSD" or "District") Water Regulations and Service Ordinance ("Ordinance").
- 1 .02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.
- 1 .03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 et. seq.
- 1 .04. Application. The provisions of this Ordinance shall apply to all Customers using Water within the boundaries of TODBCSD or using Water provided by TODBCSD
- 1 .05. Enterprise. The District will furnish and or make available a system, plant, works, and undertaking used for and useful in the delivery of potable Water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.
- 1 .06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any Person or circumstances are for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction,

such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other Persons or circumstances. The Governing Body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.

- 1 .07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
- 1 .08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations*
- 1 .09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the Person to be notified or by deposit in the US Mail in a sealed envelope, postage prepaid, addressed to such Person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any Person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
- 1 . 1 0. Effect of Heading. The title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning, or intent of any section or subsection of this Ordinance.
- 1 . 1 1 . Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final unless appealed in writing to the Board within 10 days of the General Manager's decision in accordance with Section 31 of this Ordinance. When appealed, the Board's ruling shall be final.
- 1 . 1 2. Conflict in Provisions* In the event that the provisions of this Ordinance conflict with any code ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2 DEFINITIONS

The following words when used in any provision of this Ordinance shall be construed to have the following meaning:

- 2.01 . Applicant. The Person making application hereunder and who shall be the Owner of the Premises involved, or his or her authorized agents, so authorized in writing to the TODBCSD. In the event that a Landlord-Owner's account is in arrears, one or more adult tenants may become an Applicant as provided for in Section 43 of this Ordinance.
- 2.02. Board or Board of Directors. The Board of Directors of TODBCSD.

- 2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter, and meter box, all used to extend Water service from the Main to the Premises} the laying thereof and the tapping of the Main. Where services are divided at the curb or property line to serve several Customers each such branch service shall be deemed a separate service.
- 2.04. Cost. The cost of labor, materials, transportation, supervision engineering, and all other necessary overhead expenses.
- 2.05. County. The County of Contra Costa, California.
- 2.06. Cross Connection. Any actual or potential Connection between TODBCSD*s or consumer's potable piping system and any other source or piping system through which it is possible to introduce into any part of the potable piping system any untreated water, used water, industrial fluid, gas or substance other than the potable water with which the piping system is supplied. By-pass arrangements, jumper connections, removal sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.
- 2.07. Customer. Any Person, Entity, firm, partnership, business, corporation, district or governmental agency that receives Water from TODBCSD.
- 2.08. District. Town of Discovery Bay, a Community Services District formed under the provisions of California Government Code SS 61000 et seq., within Contra Costa County, California.
- 2.09. District Engineer. A Person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.
- 2.1 0. Facility/Capacity Charges. Charges determined in accordance with Government Code SS 61000 et seq. or SS 66000, et seq., or any successor statutes to pay for the facilities of the District.
- 2.1 1 . General Manager. The General Manager of TODBCSD or the General Managers designee.
- 2.12. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.1 3. Main. A Water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of Water.
- 2.14. On-site fire protection facilities. Privately-owned fire protection facilities installed on private property in accordance with the provisions of this whether installed before or after the effective date of this Ordinance.
- 2.15. Owner. The Person owning in fee title or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the Person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the Owner.
- 2.16. Passive Purge System. A type of fire sprinkler system that serves a single toilet in addition to the fire sprinklers inside the dwelling, which provides circulation of water in the fire line when the toilet is flushed, thereby preserving water quality and negating the need for backflow prevention at the TODBCSD water meter.”

- 2.1-617. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.1-718* Person or Entity. Any individual* company, partnership, agency or other public or private
- 2.1-819. Policy. TODBCSD Policy on Discontinuation of Residential Water Service for Nonpayment.
- 2.19-2.20. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate Premises. Apartment houses and office building may be classified as single Premises.
- 2.20-2.21. Private Fire Hydrant. A fire hydrant that is owned and maintained by a party other than TODBCSD and is not located in a TODBCSD right-of-way or other TODBCSD property.
- 2.21-2.22. Private Water Line. A Water pipeline that is owned and maintained by a party other than the TODBCSD, beyond TODBCSD's point of service.
- 2.22-2.23. Public Fire Hydrant. A fire hydrant that is owned and maintained by TODBCSD.
- 2.23-2.24. Public Water Line. The part of the Water Distribution System that is owned by
- 2.245 Regular Water Servicer Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the Water available therefor.
- 2.265. Residential. Any single-family unit, any duplex, or triplex family unit not requiring licensing for occupancy and operation.
- 2.276. TODBCSD. An abbreviation for Town of Discovery Bay Community Services District.
- 2.278. Temporary Water Service. The provision of Water for a period of twelve (12) months or less.
- 2.298. Waste. Shall mean any unreasonable or non-beneficial use of Water, or any unreasonable method of use of Water, including, but not limited to; the use of Water for any purpose which allows flooding or runoff in gutters, bodies of United States waters, driveways, streets or adjacent lands; the use of Water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of Water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.
- 2.3029. Water. Water supplied by TODBCSD to Customers within its jurisdiction.
- 2.310. Water Distribution System. All pipes, transmission and distribution Mains and other facilities owned or operated by TODBCSD to supply, provide or deliver Water to its Customers.
- 2.324. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service. A Water Service Connection occurs at the time that a tap, piper or other means of taking Water is physically attached to the TODBCSD Water Distribution System in a manner capable of taking Water from the distribution system. The Water Service Connection includes the stop/valve at the distribution Main, the Water

Meter, the curb stop on a metered Water service and pressure reducing valve (PRV) if applicable.

2.332. Water Meter. A Water Meter provided by TODBCSD that is installed by TODBCSD on a Water Service Connection or a fire hydrant in a manner that measures the volume of all Water taken from the TODBCSD Water Distribution System through that Water Service Connection or hydrant

37.04. Except as set forth in Section 37.04.05, all automatic Residential fire sprinkler systems installed in newly constructed Residential dwellings within the TODBCSD jurisdiction shall be designed using a Passive Purge System design that is approved by the local fire prevention authority and in accordance with the requirements set forth in this Section 37.04.

37.04.01. The piping configuration for the Passive Purge System shall be designed with the end of the fire line on each level of the Residential dwelling connected as the only Water supply to one toilet on each level of the Residential dwelling, or to the most remote toilet to the service in the case of a looped fire system.

37.04.02 The Passive Purge System shall meet all requirements of the National Fire Protection Association (“NFPA”), including NFPA 13D, as it is amended from time to time.

37.04.03 Once the Passive Purge System has been installed at the Residential dwelling prior to sheet rock being installed, the property Owner and/or homebuilder shall notify the TODBCSD that the Passive Purge System is ready for inspection to confirm that the Residential fire sprinkler system is installed as required by this Section 37.04, and the rules and regulations of the TODBCSD.

37.04.04 Property Owners shall not alter any Water pipe integrated with the Passive Purge System for the dwelling without prior written approval from the General Manager.

37.04.05 Exception. When the local fire prevention authority does not approve the use of Passive Purge Systems in accordance with this Ordinance, the residential fire sprinkler system shall be installed with an approved backflow assembly valve to protect the TODBCSD Water supply source shall be installed at the water meter.

37.04.06 Service of Water to any premise shall be discontinued by the TODBCSD if the automatic fire protection system for the premise is not installed or inspected as required by this Section 37.04, and the rules and regulations of the TODBCSD. Service will not be restored until such condition or defects are corrected.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

This is Amendment No. 2 to the East County Water Management Association Agreement ("ECWMA Agreement") dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, and East Contra Costa County Habitat Conservancy (collectively, "parties" or "member agencies"). Amendment No. 1 was entered into by the parties on October 28, 2010. All of the parties to the ECWMA Agreement and Amendment No. 1 are also parties to this Amendment No. 2.

RECITALS

A. The purpose of this Amendment No. 2 is to: 1) add the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; +2) amend ECWMA's administrative procedures; and -23) provide a procedure for adding new members; and 4) authorize the Managers of the member agencies to vote on behalf of the member agency in the absence of the Governing Board Representative.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 2 is January 7, 2021.

2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 2, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, ~~and~~ East Contra Costa County Habitat Conservancy, and Bethel Island Municipal Improvement District.

3. Section 3 of the ECWMA Agreement, "**Governing Board Representatives (GBR)**" is amended to incorporate the following *italicized* additions:

3. **Governing Board Representatives (GBR)**. The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members, *except for the addition of new members, which requires unanimous approval. If a GBR for a member agency is not present at a meeting, the designated Manager shall vote on behalf of the agency.*

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The GBR shall be authorized to hold a vote to add a new member agency(ies) to the ECWMA at both regular and special meetings. The following conditions must be met for a new member agency to be added to the ECWMA:

(1) Approval. The addition of a new member agency shall require the unanimous approval of the GBR members and an amendment to the ECWMA.

(2) Annual Deposit. Within 30 days of receiving the affirmative vote of the majority of the GBR members, the new member agency must

deposit \$500 with the Treasurer for the ECWMA. Thereafter, the member agency must deposit an additional \$500 by March 1 of each year as outlined in Section 6 of the ECWMA Agreement.

(3) Commencement of Membership. Within 90 days after the Treasurer for the ECWMA receives the newly approved member agency's initial \$500 deposit, an amendment to this Agreement acknowledging the added membership must be executed by the new member agency and all existing member agencies.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. Section 5 of the ECWMA Agreement, "Administrative Procedures," is deleted in its entirety.
5. Entire Agreement. In the event of a conflict with the ECWMA Agreement or Amendment No. 1, the terms of this Amendment No. 2 shall prevail over anything to the contrary in the ECWMA Agreement or Amendment No. 1. In all other respects the ECWMA Agreement, Amendment No. 1, and this Amendment No. 2 will be the entire agreement among the parties construed together as one and the same agreement.
6. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.
7. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
8. Signatures: The following signatures attest each member agency's agreement hereto.

CITY OF ANTIOCH

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BRENTWOOD

By: _____

Name: _____

Title: _____

Date: _____

BYRON-BETHANY IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CONTRA COSTA COUNTY

By: _____

Name: _____

Title: _____

Date: _____

CONTRA COSTA WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DELTA DIABLO SANITATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DIABLO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: _____

Name: _____

Title: _____

Date: _____

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

IRONHOUSE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PITTSBURG

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

East County Water Management Association Agreement

Contract Number
Approved/Authorized
Executed

97-829
2/19/97
5/28/97

This Agreement is entered into this 26th day of June, 1997, by and between the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Contra Costa County Sanitation District 19, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitary District, and Contra Costa Water District. These eleven agencies are collectively referred to as the "member agencies."

PURPOSE:

The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative manner while maintaining institutional independence and customer satisfaction.

RECITALS:

1. The Contra Costa Water District, at the request of the Board of Supervisors, completed Phase I of the East County Water Supply Management Study, which provided a preliminary analysis of future water demands and potential water supplies for East Contra Costa County.
2. On March 13, 1995, the member agencies signed an agreement forming the ECWMA. Said Agreement terminated on November 21, 1996, and the remaining monies were subsequently refunded to the member agencies in accordance with that Agreement.
3. On November 21, 1996, prior to termination of the Agreement, the Governing Board Representatives of the ECWMA accepted the Phase II Report consisting of a detailed analysis of selected water service alternatives, including new infrastructure requirements, cost estimates, implementation requirements, and institutional issues.
4. The member agencies wish to cooperate in the implementation of the recommendations contained in the Phase II Report.

5. This Agreement provides a process for funding and reestablishment of the ECWMA.

AGREEMENT:

NOW, THEREFORE, the member agencies which are parties hereto set forth the following terms and provisions of their agreement.

1. **Recitals.** The recitals contained herein are an integral part of this Agreement.
2. **ECWMA Formed.** Subject to and in accordance with the terms of the Agreement, the member agencies hereby form the ECWMA.
3. **Governing Board Representatives (GBR).** The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each member agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members.

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of the JMC shall be as determined by the JMC.

5. **Administrative Procedures.** The GBR shall adopt bylaws, rules for conduct of the meetings, and administrative procedures. The administrative procedures of a member agency may be adopted for the ECWMA by the GBR.

6. **ECWMA Financing.** Unless otherwise changed by a majority vote of the GBR, each member agency shall deposit annually (March 1) \$500 with the Director of Financial Services for the City of Antioch who shall serve as Treasurer for the ECWMA.

The Treasurer shall be the depository of and have custody of all funds of the ECWMA from whatever source. The Treasurer shall also perform all duties required to be performed by an auditor. The Treasurer shall:

- a. Receive and receipt all money of the ECWMA and place it in the treasury of the City to the credit of the ECWMA;
- b. Be responsible for the safekeeping and disbursement of all ECWMA money;
- c. Pay, when due, from ECWMA funds and upon the signature of the Chair or Vice-chair of the JMC, all sums payable by the ECWMA; and
- d. Report in writing to the JMC quarterly and semi-annually to the GBR the amount of receipts since the last report and the amount paid out since the last report.
- e. Invest ECWMA funds according to the policies and procedures of the Treasurer's agency. Interest derived from deposited funds shall remain in the ECWMA's account.

7. **Special Assessments.** Any additional assessments to cover the appropriate costs of the ECWMA above the amounts specified in Section 6 shall be as approved by the GBR and shall be paid within 45 days of such action. If a member agency's Governing Board Representative votes against undertaking a specific project, except for execution of responsibilities set forth in Section 6, other member agencies desiring to proceed with such project may do so collectively as long as the dissenting member agency is not responsible for costs of such project. Publishing and distribution of resulting documents, opinions, findings, and recommendations (collectively "reports") shall, unless all member agencies consent, be only on behalf of the consenting member agencies. Any reports issued by the association shall state that the reports do not necessarily represent the views of the governing bodies of the individual member agencies.

8. **Liability.** Each member agency agrees to indemnify and hold every other member agency to this Agreement, and their officers, agents and employees, free and harmless from any cost or liability imposed upon any other member agency, officers, agents, or employees arising out of any acts or omissions of its own officers, agents, or employees.

9. **Cooperation.** All the member agencies agree that their respective monetary contributions are an expression of an intent to cooperate towards the purpose of the ECWMA.

10. **Dissolution.** Upon dissolution of the ECWMA by a majority vote of the GBR, any remaining association funds shall be refunded to the member agencies in proportion to the amount contributed by each over the life of the Joint Association.

11. **Termination.** If a member agency, through its governing board, votes to terminate its participation in the ECWMA, that agency will no longer participate on the GBR or JMC. Deposits made theretofore will remain with the ECWMA.

12. **Amendment.** This Agreement may be amended only by a written agreement approved by a unanimous vote of the member agencies.

13. **Effective Date.** This Agreement shall become effective upon approval by eight member agencies.

14. **Notices.** Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given (1) when mailed, postage prepaid or faxed, or (2) delivered during working hours to the addresses and fax numbers set forth below for

each member agency. Each member agency that changes its address shall promptly provide notice of the changed address to the Chair of the JMC, which will be the current address of the member agency.

16. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By Mary Helen Rocha
Mary H. Rocha
Title Mayor

Date April 23, 1997

City of Brentwood

By _____
Title _____

Date _____

Byron-Bethany Irrigation District

By _____
Title _____

Date _____

Contra Costa County Water Agency

By _____
Title _____

Date _____

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City of Antioch _____

By _____

Title _____

Date _____

City of Brentwood

By Jay M. Corey

Title City Manager

Date 4.25.97

Byron-Bethany Irrigation District

By _____

Title _____

Date _____

Contra Costa County Water Agency

By _____

Title _____

Date _____

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IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By _____

Title _____

Date _____

City of Brentwood

By _____

Title _____

Date _____

Byron-Bethany Irrigation District

By *Paul Colares*

Title *General Manager*

Date *4/8/97*

Contra Costa County Water Agency

By _____

Title _____

Date _____

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16. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by all parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant approval of their respective City Councils, Boards of Supervisors, Boards of Directors or governing boards, have caused their names to be affixed by the party and respective officers as of the day and year first above written.

City of Antioch

By _____

Title _____

Date _____

City of Brentwood

By _____

Title _____

Date _____

Byron-Bethany Irrigation District

By _____

Title _____

Date _____

Contra Costa County Water Agency

By Mark D. S. [Signature]

Title Chair, Board of Supervisors

Date 5/20/97

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By Thomas J. O.B.

Title GENERAL MANAGER

Date 7/29/97

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

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[Signature] 16 July 97
DEPARTMENT HEAD DATE

[Signature] 7/13/97
ASSISTANT GENERAL MANAGER DATE

[Signature] 7/17/97
RISK MANAGEMENT OFFICER DATE

[Signature] 7/16/97
DIRECTOR OF FINANCE DATE

March 20, 1997

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Contra Costa County Sanitation District 19

By _____
Paul H. Causey
Title General Manager/District Engineer Date 9/2/97

Contra Costa Water District

By _____
Title _____ Date _____

Delta Diablo Sanitation District

By Paul H. Causey
Paul H. Causey
Title General Manager/District Engineer Date 9/2/97

Diablo Water District

By _____
Title _____ Date _____

East Contra Costa Irrigation District

By _____
Title _____ Date _____

Ironhouse Sanitary District

By _____
Title _____ Date _____

City of Pittsburg

By _____
Title _____ Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By Vi Wallace Allen

Title _____

Date 4-5-97

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

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Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By  _____

Title General Manager

Date 3-11-97

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title _____

Date _____

Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By 

Lenny Byer

Title President

Date March 28, 1997

City of Pittsburg

By _____

Title _____

Date _____

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Contra Costa County Sanitation District 19

By _____

Title _____

Date _____

Contra Costa Water District

By _____

Title _____

Date _____

Delta Diablo Sanitation District

By _____

Title _____

Date _____

Diablo Water District

By _____

Title _____

Date _____

East Contra Costa Irrigation District

By _____

Title _____

Date _____

Ironhouse Sanitary District

By _____

Title _____

Date _____

City of Pittsburg

By _____

Title City Manager

Date 6/26/97

DMc-rlr - 8

**AMENDMENT NO. 1 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

This is Amendment No. 1 to the East County Water Management Association Agreement (“ECWMA Agreement”) dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District and Contra Costa Water District. All of the parties to the ECWMA Agreement are also parties to this Amendment No. 1, and the East Contra Costa County Habitat Conservancy is also a party to this Amendment No. 1.

RECITALS

A. The purpose of this Amendment No. 1 is: 1) to add the East Contra Costa County Habitat Conservancy as a party to the ECWMA Agreement; 2) to change the name of existing party Contra Costa County Water Agency to Contra Costa County; 3) to change the name of existing party Contra Costa County Sanitation District 19 to Town of Discovery Bay Community Services District; 4) to expand the purpose of the ECWMA Agreement to include guidance of the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan update; 5) and to authorize the Managers of the member agencies to approve the addition of projects in the Functionally Equivalent IRWM Plan.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 1 is October 28, 2010.
2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 1, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg; Contra Costa County, Byron-Bethany Irrigation District, Delta Diablo Sanitation District, Town of Discovery Bay Community Services District, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, East Contra Costa County Habitat Conservancy District and Contra Costa Water District. These agencies are collectively referred to as the “member agencies.”
3. The Paragraph identified in the ECWMA Agreement as PURPOSE is deleted in its entirety and replaced with the following:

PURPOSE. The purpose of this Agreement is to establish an East County Water Management Association (ECWMA) to facilitate continued communication, cooperation and education between member agencies regarding matters affecting the existing and potential water supplies of eastern Contra Costa County, and to consider and guide the implementation of the recommendations of the ECWMA's, Phase II Study Report in order to provide long-term water supplies and treatment facilities in a cost effective, reliable, implementable, and cooperative

manner while maintaining institutional independence and customer satisfaction. The ECWMA will also guide the preparation of the update to the East Contra Costa County Functionally Equivalent Integrated Regional Water Management (IRWM) Plan.

4. The following additional RECITALS are added to the RECITALS Section of the ECWMA Agreement:

6. In 2005, a Functionally Equivalent IRWM Plan was developed for the ECWMA, in accordance with the Proposition 50, *Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002* grant application process.

7. In 2009, the East Contra Costa County was accepted as an IRWM Region through the California Department of Water Resources' Region Acceptance Process, allowing the region to be eligible for future IRWM funding opportunities.

8. In 2010, the California Department of Water Resources released grant program guidelines for funding through Proposition 84, *The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coast Protection Bond Act of 2006*, which included new plan standards which will require update to the Functionally Equivalent IRWM Plan.

5. Section 4 of the ECWMA Agreement, "Joint Managers Committee (JMC)" is deleted in its entirety and replaced with the following

4. **Joint Managers Committee (JMC).** The managers of each of the member agencies shall be members of the JMC of the ECWMA which shall have primary administrative responsibility for the implementation of the purposes of this Agreement. The term "Manager" means City Manager, County Administrator, or General Manager of each of the member agencies and their respective alternates designated by the member agency, or their designees. The JMC shall appoint one of its members as the Chair and one as Vice-chair. The term of office for the Chair and Vice-chair shall be two years. The JMC may act directly or through a subcommittee established by a majority of its members. Each member agency shall have one vote on the Committee. Meetings of JMC shall be as determined by the JMC. The JMC shall have authority to approve the addition of projects into the Functionally Equivalent IRWM Plan in accordance with the plan goals and objectives.

6. **Entire Agreement.** In the event of a conflict with the ECWMA Agreement, the terms of this Amendment No. 1 shall prevail over anything to the contrary in the ECWMA Agreement. In all other respects the ECWMA Agreement, and this Amendment No. 1 will be the entire agreement among the parties construed together as one and the same agreement.

7. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.

8. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. Signatures: The following signatures attest each member agency's agreement hereto.

CITY OF ANTIOCH

By:

[Signature]

Name:

JAMES JAKE

Title:

CITY MANAGER

Date:

11/22/10

CITY OF BRENTWOOD

By: Donna Landeros

Name: Donna Landeros

Title: City Manager

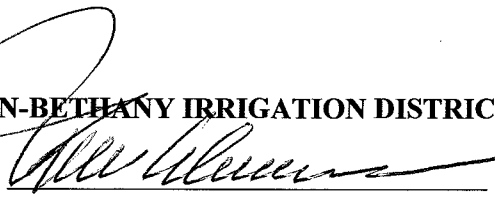
Date: 6/15/2011

APPROVED AS TO FORM:

By: D. B. B.
Damien B. Brower, City Attorney

BYRON-BETHANY IRRIGATION DISTRICT

By:



Name:

RICK GILMORE

Title:

GENERAL MANAGER

Date:

11/9/10

CONTRA COSTA COUNTY

By: _____

Name: Roberta Gulant

Title: Executive Officer, CCCWA

Date: 1-3-11

CONTRA COSTA WATER DISTRICT

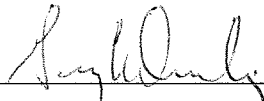
By:  _____

Name: Jerry Brown

Title: General Manager

Date: 12/16/10

DELTA DIABLO SANITATION DISTRICT

By: 

Name: Gary W. Darling

Title: General Manager

Date: December 9, 2010

DIABLO WATER DISTRICT

By: 

Name: Richard R. Head

Title: Vice President

Date: 11-16-10

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: 

Name: John Kopchik

Title: Executive Director

Date: 1-24-11

EAST CONTRA COSTA IRRIGATION DISTRICT


By: Patricia A Corey

Name: PATRICIA A COREY

Title: GENERAL MANAGER

Date: NOV. 15, 2010

IRONHOUSE SANITARY DISTRICT

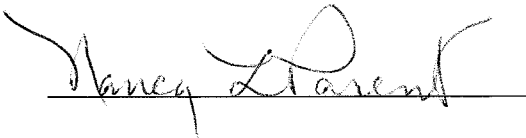
By: 

Name: Don Lew

Title: Director

Date: 11/18/2010

CITY OF PITTSBURG

By: 

Name: Nancy L. Parent

Title: Council Member

Date: December 28, 2010

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: *Richard J. Howard*

Name: *Richard J. Howard*

Title: *General Manager*

Date: *11-15-10*

Sewer System Management Plan



March
20182023

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Sewer System Management Plan

(SSMP)

SYSTEM OVERVIEW:

The Town of Discovery Bay Community Services District (TODBCSD) was formed in 1998 and remained relatively rural until experiencing significant residential growth in early 2000. As of 2008, there are approximately 47 miles of public sewer lines, ~~5,600-6200~~ residential and commercial service connections. There are also approximately 600 manholes. The system is serviced by a series of fifteen (15) remote lift stations, ~~five (5) of these which are less than ten (10) years old~~. The term District, Town of Discovery Bay, Town, TODB or TODBCSD are used interchangeably and convey the same meaning.

As of 2008, the average age of the collection system is approximately between five (5) and thirty (~~340~~) years old. The collection system consists mostly of PVC pipe, with the rest being vitrified clay pipe (VCP). The typical mainline sewer pipe size is 8" to 10" PVC & VCP with 8" PVC pipe being the standard used today.

Since the District was formed in 1998, it has always contracted or outsourced the "operation & maintenance" of its wastewater & collection system, first starting with Delta Diablo Sanitation District, and then in 1999 transferred those responsibilities to ECO Resources (or Southwest Water). Beginning on January 1, 2009 Veolia NA began operating the system under a multi-year, long term contract.

The District's contractor/s has had an active sewer system cleaning program in place since 1998. Relatively few line blockages have taken place since that time. Blockages and overflows have averaged about ~~4-21~~ every other-a year, with our goal set for zero overflows.

Grease & rag buildup appears to be the major cause of blockages and/or overflows. Throughout the years, the District has experienced SSO's resulting from vandalism, faulty parts and components, and operational errors.

Annually the Districts (47) miles of sewer mains are inspected with Sonar. Prior to 2010, videotaping of the District's sewer mains was rarely performed. However, as a part of our multi-year contract with Veolia NA, 25% of the total sewer system was videotaped annually in the first five (5) contracts. Consequently, 100% of the District's forty seven (47) miles of sewer mains was cleaned and videotaped. In addition, 25% are cleaned based on sonar results.

The TODBCSD is located on "Old River", (part of the California Delta region) in eastern Contra Costa County. The District owns and operates the Discovery Bay Wastewater Treatment Plant. The plant is operated under permit of the National Pollutant Discharge Elimination System (NPDES), approved by the Central Valley Regional Water Quality Board. The plant average daily treatment is up to -is permitted to treat up to 2.1mgd of wastewater-daily, which is then treated and eventually discharged into Old River. The District has very minimal storm water entering its collection system.

GOALS:

The main goal of this Sewer System Management Plan (SSMP) is to prevent Sanitary Sewer Overflows (SSO), by means of maintaining a maintenance program aided by Best Industry Practices and by being proactive regarding repairs and maintenance and equipment replacement.

The Town of Discovery Bay Community Services District along with its contractor Veolia Water, recognize the importance of protecting the various waterways that surround our beautiful boating and fishing community. By working together to prevent SSO's, our residents can enjoy the Delta's easy system of waterways, while protecting the Delta in the process.

The following are some of the Districts major goals:

1. Operate and maintain a collection system that is proportionately sized for the community with the necessary facilities to collect, treat and discharge pursuant to the Town's NPDES permit.

-
2. Operate and maintain all Lift Stations within our collection system.

3. Establish and achieve a goal of zero (0) sewage overflows (SSOs) for the year.
4. Contain any SSOs to a very small area, if and when they occur.
5. Annually train staff and contract employees in the proper methods of SSO management.
6. Annually educate Discovery Bay residents on how they can help prevent SSO's from occurring.
7. Continue to professionally manage, operate and maintain all parts of the wastewater collection system in a manner that conforms with all regulatory requirements.

	Yes	No
1. Does your agency currently respond to SSOs?	Y	
2. If a resident called the general City phone number listed in the yellow pages at 3 a.m. on a Sunday morning to report "some water bubbling up in the street" would the proper information get to the correct person in order to respond quickly? Remember a citizen will probably call the City where they live and not the wastewater agency responsible for the sewers (if the City isn't responsible for the sewers).	Y	
3. Do you have written Standard Operating Procedures in place to clean up SSOs?	Y	
4. Does your organization report to the State and local agencies.	Y	
5. Does that person have contact lists and check off sheets to track who was notified and when?	Y	

ORGANIZATION:

Service Calls – Business office hours of Veolia NA and the Town of Discovery Bay CSD are Monday through Friday, except on normal holidays, 7:30 a.m. to 5:00 p.m. All service calls related to the wastewater collection system are referred directly to Veolia NA during the day and to their afterhours on "ON-Call" personnel, who then contact appropriate personnel ~~necessary~~.necessary. The main phone numbers are 925-634-8818 for Veolia NA and 925-634-1131 for the District office.

LEGAL AUTHORITY:

This unit of local government is known as the Town of Discovery Bay, a Community Services District, with powers and territorial boundaries as prescribed in Resolution No. 97/295 of the Board of Supervisors of Contra Costa County, State of California, dated June 10, 1997, and as provided by law.

The purposes of the Town of Discovery Bay, as approved by the Local Agency Formation Commission and by law, are

- A. To operate as a Community Services District to provide wastewater connection, collection and treatment and discharge of treated effluent.
- B. The District operates under the legal authority of the state of California as a California Independent Special District. The District was formed on July 1, 1998 and is governed by an elected five (5) member Board of Directors.

District Resolution —Resolution Number 2007-12 regulates what materials can be placed into the sewer, including a requirement for grease interceptors for commercial businesses.

	Yes	No
Does your agency have legal authority to operate a wastewater collection system?	Y	
Does your agency have a sewer use ordinance that describes how the public can use your sewer system?	Y	
Does your sewer system have a Satellite Collection System attached to it and do you have a service agreement with that agency?		N
Does your agency require, through a legally binding requirement, that new sewer systems are properly designed and constructed (see Section 5, Design and Performance Provisions)?	Y	
Do your design standards require vehicular access to all manholes and cleanouts?		N
Does your ordinance, if you have one, prohibit the discharge of FOG and other debris into the sewer?	Y	
Do you require a public sewer easement be recorded over any new public owned sewer that is not within a public right of way?	Y	
Do you have a section in your ordinance that allows for enforcement of violations of your sewer use ordinance?	Y	

OPERATION AND MAINTENANCE PROGRAM:

Collection System Maps — The District has a complete set of recently updated Geographical Information System (GIS) maps identifying the location of each sewer manhole, its depth, and the direction of flow. Each manhole is also identified by which lift station the flow is heading into, along with the type of pipe material and pipe-size.

System Maintenance — The District maintains its collection system with modern equipment, including a fleet of vehicles that consist of a Hydro-Vac truck, a CCTV van camera, vehicles four pickups, and a heavy duty-boom truck. District and contract personnel provide 24/7/365 emergency standby and is fully trained and equipped to make emergency repairs on lines up to 8" in diameter.

Computerized Maintenance and Management System (CMMS) — Veolia NA uses their Sewer Inspection System computer program to electronically store and retrieve data such as service calls, manhole designations, numbered line segments, line sequencing, and cleaning schedules. This program also electronically interfaces with the District's digitized base mapping GIS.

Video Inspection — The District's contractor owns and utilizes a modern CCTV van that includes state of the art digital video equipment and conducts underground pipe inspection on recently cleaned sewer mains. The District's entire collection system has been video inspected.

S

Lift Stations — The District has 15 Lift Stations, an Influent Pump Station and a Bypass Pump Station with pump horsepower ratings ranging from 3HP to 105HP. All stations have redundant pumps, and all have quick connect systems to accommodate one of five portable backup generators stored at the treatment plant should there be a need. In the event of redundant pump failure, hoses, pumps and pump-around solutions have been preplanned and tested in training exercises. The District has portable trash pumps that can also be utilized to bypass when necessary.

All 15 lift stations are connected via a radio-based and cellular communications to SCADA Systems at the treatment plant, which operates 24/7/365. The SCADA system is also backed up with by an application called *Mission*.

All Veolia NA field personnel carry cell-phones which are accessed by the SCADA system. Lift Stations have a dedicated full-time mechanic who services and inspects each facility based on a computerized maintenance schedule. Duties include changing fluids, checking batteries and battery chargers, exercising standby generators, cleaning wet wells of grease buildup and floatables, etc. Past experience has determined that frequent servicing of submersible pumps reduces pump life and increases risk of premature failure. The District, therefore, successfully operates redundant pump

configurations for extended periods and successfully maintains a replacement inventory of a variety of pumps utilized throughout the system in the event of unexpected failure. Lift Stations are completely rehabilitated on an as needed basis with rebuilt or new pumps, ~~3/16"~~ stainless steel pump rails and new wiring.

Line Maintenance — The collection crew assess 100% of sewer system on an annual basis with "~~SL-RAT~~" ~~sonar~~ assessment tool and hydro-cleans any potential "hot-spots" on ~~an~~ ~~quarterly or~~ as-needed basis. Thus, ~~all-of~~ ~~all~~ the 47 miles of sewer mains within our jurisdiction are assessed each year. From the assessment all ~~low-ranking~~ ~~low-ranking~~ line segments are cleaned and/or videotaped.

Capacity Studies — Developers are required to hire an independent engineer to conduct a hydraulic capacity study for residential developments of ten (10) units or more. The study examines both existing downstream line capacity and capacity at projected build-out. Commercial developments are also subject to the same requirements. These studies are kept on file by the District and are available for inspection.

A wastewater system master plan and ~~ten-year~~ ~~ten-year~~ capital project forecast was ~~updated~~ ~~completed~~ in 20~~19~~~~12~~. A copy of the Master Plan can be found on the Town's website at www.todb.ca.gov.

Collection System Long Term Rehabilitation Plan —

USA Marking Program — The District participates in the USA Marking Program and augments its efforts by distinguishing risk from third party excavation or drilling as likely or unlikely. In cases where risk is likely, the District takes extraordinary efforts to avoid and/or discover damage to District infrastructure. This includes using on-site District inspectors during construction and video inspection of District pipelines immediately following projects if underground issues arise.

Pipelines — All video work is ~~reviewed~~ ~~reviewed~~, and any areas of concern are addressed and acted upon to replace or make necessary repairs.

Training — Veolia NA provides training to their staff, in the handling of SSO's and necessary precautions to prevent an SSO.

Replacement Inventories — The District maintains ~~a~~ ~~adequate~~ ~~replacement~~ ~~inventory~~ ~~for~~ ~~the~~ ~~collection~~ ~~system.~~ ~~for~~ ~~fifteen~~ ~~(15)~~ ~~lift~~ ~~stations~~ ~~and~~ ~~the~~ ~~collection~~ ~~system,~~ ~~including~~ ~~spare~~ ~~pumps.~~ ~~These~~ ~~stations~~ ~~operate~~ ~~in~~ ~~all~~ ~~conditions~~ ~~without~~ ~~needing~~ ~~to~~ ~~use~~ ~~a~~ ~~redundant~~ ~~pump.~~

The District also has ~~two~~ ~~(2)~~ ~~a~~ portable "trash" ~~pump~~ ~~pumps~~ up to 4" in diameter. All pumps are stored in a single location along with palletized lengths of extra hose with quick connect couplings. The District also maintains a number of portable trailer mounted generators ~~ranging~~ ~~in~~ ~~size~~ ~~from~~ ~~45KW~~ ~~to~~ ~~150KW~~.

DESIGN AND PERFORMANCE PROVISIONS:

Standards for Design, Installation, Rehabilitation and Repair — The District's has adopted the Design Standards of Central Sanitary District, located in Martinez, CA. They are available to contractors and citizens at no charge and are updated as necessary.

~~Inspection and Testing of New and Rehabilitated Facilities~~ — ~~The District has an in-house construction inspector who inspects both new construction as well as repairs to ensure they are constructed according to generally accepted construction practices. The inspector insures that all construction meets District standards and State codes. All sewers constructed by outside contractors are pressure cleaned, tested and video inspected before acceptance by the District.~~

OVERFLOW EMERGENCY RESPONSE PLAN:

Overflow Response — the District has adopted Standard Procedure No. I.A.8, which outlines policies and procedures for handling service calls and overflows. The Plan is updated annually and includes procedures for overflow mitigation, emergency response, clean-up, spill recovery, internal and external resources and rehabilitation of damaged dwellings and buildings. It also includes provisions for public notification, testing for contamination, and notification to regulators. The plan addresses overflows at lift stations and sanitary sewers. The District has a vacuum truck to maximize recovery of sewage which reaches the street and/or storm drain system.

Overflow Reporting Policy — The District defines an overflow as any time raw sewage escapes from the public sewer onto public or private property. All overflows, backups, etc., are investigated as to cause and corrective action to prevent future incidents. Overflows 99 gallons or less are generally documented only by journal entries. Overflows in excess of 100 gallons, or complex events require thorough written reports. Overflows in excess of 1000 gallons are reported to the Office of Emergency Services (OES). All overflows are reported to the Central Valley Regional Water Quality Control Board (RWQCB) and the State Water Resources Board including documenting through CWIQS SSO Program. The Plan also includes reporting requirements to other regulatory agencies as may be appropriate. The Town's Overflow Reporting Policy is attached and listed as Exhibit A.

FOG CONTROL PROGRAM (FATS, OILS, AND GREASE):

Fats, Oils, and Grease Control (FOG) — The District has relatively few commercial restaurants in its service boundary and all utilize grease interceptors as a pre-treatment ~~system, and system and~~ are maintained by restaurant ~~owners-owners~~. The District ~~is in the process of developing~~ implemented a -a residential FOG program for our residents, along with a diaper and rag disposal program "NO WIPES IN THE PIPES" campaign.

Veolia's collection staff accelerates cleaning frequencies in areas identified as being prone to grease collection or blockage. The District is also looking into replacing old lift station pumps with "chopper" type pumps which would reduce ragging buildup throughout the sewer main system.

SYSTEM EVALUATION CAPACITY AND ASSURANCE PLAN:

Financial Commitment — ~~The District's sewer collection system is rather young in terms of age.~~ Based upon the assessment, cleaning and video work performed annually District's current collection system, the District plans to replace any and all sewer mains that require replacement. The District ~~is also allocates~~ allocates \$150,000 monies towards the sewer main reserve fund that builds up annually.

MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS:

Veolia NA prepares a monthly report tied to specific performance measures which are reviewed and refined each fiscal year. This includes a list of spot repairs identified and submitted for repair, blockages, overflows, miles televised, miles cleaned, number of service calls and service call response time during and after business hours.

SSMP PROGRAM AUDITS:

The District will audit its SSMP Program ~~at intervals of not more than two years periodically~~ with ~~its vendor Veolia Water Contractor~~ to seek "what's working and what's not". A written report will be prepared and kept on file. The audit will focus on evaluating ~~the effectiveness~~ the effectiveness - the of SSMP ~~the SSMP - and - the -~~ District's ~~compliance with~~ SSMP requirements. ~~The audit will be conducted by the end of each even numbered year.~~

COMMUNICATION PROGRAM:

The District will communicate with the public on development, implementation, and performance of its SSMP ~~through its semi-annual newsletter, public events, annual, and other methods of communication~~. The District will also provide the public with the opportunity to offer input ~~through the newsletter and~~ at public meetings of the Board of Directors to review and approve the SSMP.

RE-CERTIFICATION

The SSMP must be updated every five (5) ~~years, and years and~~ must include any significant program changes. Re-certification by the District's Board of Directors is required when significant updates to the SSMP are made. To complete the re-certification process, the District shall enter the data in the Online Database and mail the form to the State Water Board, as applicable.

SSMP GLOSSARY

ADDWF	Average Daily Dry Weather Flow
CWEA	California Water Environment Association
CMMS	Computerized Maintenance Management System
	HDPE High Density Polyethylene
I/I	Infiltration/Inflow
MGD	Million Gallons per Day
13267 Letter	Specific order issued by a Regional Water Quality Control Board requiring an agency to comply with a regulatory rule or requirement pursuant to Section 13267 of the California Water Code
SCADA	Supervisory Control and Data Acquisition (computer program)
SSO	Sanitary Sewer Overflow

