

ELEMENT 7 - FATS, OILS, AND GREASE CONTROL PROGRAM

The City of Pacific Grove has over one hundred food service establishments (FSEs) within its jurisdiction. The breakdown of types of FSEs is graphically portrayed below in Figure 7-1. The City implemented a Grease Source Control Program in 1997; nine years before the adoption of the WDR. The management and implementation of the Grease Source Control Program, which is also known as the Fats, Oils, and Grease (FOG) Control Program, has been jointly implemented under contract with the Monterey Regional Water Pollution Control Agency (MRWPCA) since 1997.

The metrics that the City uses to monitor the effectiveness of the FOG Control Program are presented in Element 9 – Monitoring, Measurement, and Program Modifications.

The primary goal of the City of Pacific Grove’s FOG Control Program is to decrease the amount of FOG entering the sanitary sewer system to minimize the risk of SSOs.

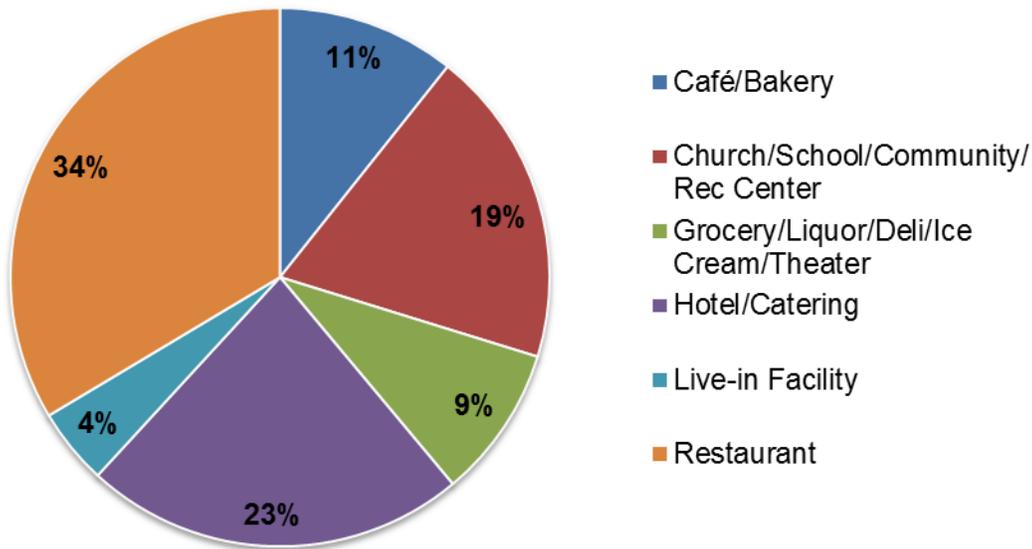


Figure 7-1: Types of Businesses Enrolled in the FOG Control Program in 2012

7.1 Regulatory Requirements

WDR Order No. 2006-0003-DWQ Section D.13(vii) states:

Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification as to why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- (a). An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b). A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c). The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- (d). Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e). Authority to inspect grease producing facilities, enforcement authorities, and whether the Agency has sufficient staff to inspect and enforce the FOG ordinance;
- (f). An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g). Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

7.2 FOG Control Program Public Education and Outreach [WDR D.13(vii)(a)]

The City is part of the Southern Monterey Bay Dischargers Group (SMBDG), which is comprised of the following members:

1. City of Salinas
2. Seaside County Sanitation District
3. Marina Coast Water District
4. City of Monterey
5. City of Pacific Grove
6. Castroville Community Services District
7. California American Water
8. Pebble Beach Community Services District
9. Carmel Area Wastewater District
10. County of Monterey

Each member within the SMBDG began contracting with MRWPCA in 2000 to implement a FOG public education outreach program. The public education campaign has historically consisted of eight months of outreach, which has included and continues to include television, local newspaper, and on-line advertisements, a Facebook page, and a dedicated website, www.ClogBusters.org.

The contract and WDR Grease Public Outreach Plan is re-negotiated by the City with MRWPCA each fiscal year and adopted by the City. A copy of the 2012-13 memorandum of understanding and 2012-13 WDR Grease Public Outreach Plans are included in Appendix 7A.

7.3 FOG Disposal Facilities [WDR D.13(vii)(b)]

The City does not own or operate a FOG disposal facility; however, FOG is received for disposal at the MRWPCA plant.

FOG generated by the FSEs is required to be appropriately disposed of periodically at a frequency that meets the City Municipal Code Chapter 18.08, Section 18.08.050(l)(1). This section of the code specifically requires that no collected grease be introduced into any public or private drainage piping. This entire Chapter 18.08, entitled Grease Traps, is available in Appendix 7B.

One seasonal source of FOG is turkey fryer grease during the Thanksgiving and Christmas holidays. MRWPCA distributes flyers and communicates on the Clog Busters website the locations that will receive the turkey fryer grease for proper handling and disposal. An image of this webpage is included in Appendix 7C.

A list of pumping and/or waste hauling contractors in Monterey County that haul FOG to facilities' such as MRWPCA for disposal is available from the California FOG Tri-Technical Advisory Committee(AC) Workgroup webpage (www.calfog.org/Hauler.html), is included as Appendix 7D.

7.4 Discharge Prohibition Legal Authority and SSO Prevention Measures [WDR D.13(vii)(c)]

The legal authority to prohibit discharges to the collection system and identify measures to prevent FOG-caused SSOs is a joint effort between the Pacific Grove Municipal Code and the MRWPCA Ordinances.

The City developed and adopted a separate chapter in its Municipal Code in 1997. The purpose of Chapter 18.08, Grease Traps, is to establish requirements which govern the installation, maintenance, and use of grease interception devices for FSEs in the City.

The City's Municipal Code in Chapter 9, Section 9.20.185 MRWPCA, incorporates all the terms, conditions, and requirements of MRWPCA Ordinance 92-02 (as amended time to time by MRWPCA, most recently amended and codified as MRWPCA 2008-01) which governs the discharge of any waste in any part of the City. Below is this section of the City Code:

9.20.185 Monterey Regional Water Pollution Control Agency provisions incorporated.

There is incorporated as a part of this chapter, as if the same were set forth herein verbatim, all of the terms, conditions, and requirements of Monterey Regional Water

Pollution Control Agency (MRWPCA) Ordinance No. 92-02, passed April 27, 1992, as amended by MRWPCA Ordinance No. 93-03 on October 25, 1993, and as may be further amended by time to time by the Monterey Regional Water Pollution Control Agency in with respect to any discharge of any waste in any part of the city. Any violation of any provision thereof shall constitute a misdemeanor, and may be enforced pursuant to Chapter 1.16 PGMC, in addition to any penalty or remedy which may be available to said agency under said ordinance(s). Said agency shall be authorized on behalf of the city to enforce said ordinance(s) in any part of the city. The city reserves unto itself the power to enforce each and every term, condition, and requirement thereof in the event said agency fails or ceases to enforce the same or in the event of an emergency. [Ord. 08-006 § 20, 2008; Ord. 06-017 § 7, 2006; Ord. 1321 N.S. § 1, 1982].

For reference, Appendix 7B contains a copy of Chapter 18.08, Grease Traps in its entirety. Appendix 7E contains a copy of MRWPCA Ordinance No. 2008-01, which is not titled but states that it is an Ordinance establishing regulations for the interception, treatment, and disposal of sewage and wastewater, etc. in its entirety.

Table 7-1 summarizes where the City and MRWPCA have jointly established the legal authorities to prohibit FOG discharges and where measures are identified to prevent SSOs and blockages caused by FOG.

Table 7-1: City of Pacific Grove and MRWPCA FOG Legal Authority

WDR Requirement	Pacific Grove City Municipal Code Section or MRWPCA 2008-01 Ordinance Section	Specific Language
Prohibit FOG discharges to collection system	City - 18.08.050(l)(1)	No collected grease shall be introduced into any public or private drainage piping.
Prohibit FOG discharges to collection system	MRWPCA – 2.10.2(f)	No person shall discharge any wastewater containing oil and grease of animal, vegetable, petroleum or mineral origin in such quantities to cause or to contribute significantly to: 1) disruptions in sewer lines and other collection system components; 2) interference with treatment plant operations; or 3) exceedances for plant NPDES permit limitations. Significant dischargers of oil and grease shall implement best practicable technologies for reducing the oil and grease content of their discharges.

WDR Requirement	Pacific Grove City Municipal Code Section or MRWPCA 2008-01 Ordinance Section	Specific Language
Prohibit FOG discharges to collection system	MRWPCA – 2.01.2.8	The following pollutants shall not be introduced to the Treatment Works or community sewer: any trucked or hauled pollutants (residential septage, chemical toilet wastes, dilute oily wastes, and salt brine solutions are accepted at the Treatment Plant and are jointly regulated under MRWPCA Liquid Waste Ordinance 88-3 [as amended by Ordinance 93-1] and this Ordinance).
Identify measures to prevent SSOs and blockages caused by FOG	City - 18.08.040(a)	Requirement for grease trap, grease interceptor, or other device. A food service establishment or any other business discharging grease, oil, or other similar material shall have an operable grease trap, grease interceptor or other comparable device(s) as determined by MRWPCA and the city's chief building inspector to be an adequate substitute for a grease trap or grease interceptor.
Identify measures to prevent SSOs and blockages caused by FOG	MRWPCA – 2.01.2.3	Specific Prohibitions: 3. The following pollutants shall not be introduced into the Treatment Works or community sewer: solid or viscous pollutants in amounts which will cause obstruction to the flow in the Treatment Works resulting in interference.
Identify measures to prevent SSOs and blockages caused by FOG	MRWPCA – 2.10.2.f	No person shall discharge any wastewater: containing oil and grease of animal, vegetable, petroleum or mineral origin in such quantities to cause or to contribute significantly to: 1) disruptions of sewer lines and other collection system components; 2) interference with treatment plant operations; or 3) exceedances of plant NPDES discharge limitations. Significant dischargers of oil and grease shall implement best practicable technologies for reducing the oil and grease content of their discharges.

**7.5 Grease Removal Devices Design, Installation, and Maintenance Requirements
 [WDR D.13(vii)(d)]**

The table below summarizes where the City and MRWPCA have jointly established the legal authorities to meet the above FOG Program requirements.

**Table 7-2: Grease Removal Device Design, Installation, and Maintenance Requirements
 [WDR D.13(vii)(d)]**

WDR Requirement	Pacific Grove City Municipal Code Section or MRWPCA 2008-01 Ordinance Section	Specific Language
FSE to Install Grease Removal Device	City - 18.08.040(a)	A food service establishment or any other business discharging grease, oil or other similar material shall have an operable grease trap, grease interceptor or other comparable device(s) as determined by MRWPCA and the city's chief building inspector to be an adequate substitute for a grease trap or grease interceptor. A properly sized interceptor or trap shall be considered first, in conformity with the sizing chart set forth in the MRWPCA Regional Grease Program of MRWPCA. Should space limitations or other exceptional circumstances prevent their installation, MRWPCA may grant exceptions to the requirement of grease traps or grease interceptors in this section.
Grease Removal Devices – Design Standards	City – 18.08.020 18.08.040(c) 18.08.050.e(3)	<p><i>18.08.020 Conflict between these provisions and Uniform Plumbing Code.</i> In the event of any conflict between the provisions of this chapter and the Uniform Plumbing Code, the provisions of this chapter shall prevail.</p> <p><i>18.08.040 (c) Sizing Formula.</i> The size of a grease trap or grease interceptor shall be as determined by the MRWPCA. Notwithstanding the foregoing, grease traps required by this chapter shall be no smaller than an 80-gallon capacity trap with a 75-gallon per minute flow rate.</p> <p><i>18.08.050.e.(3) General regulations and procedures. Location of Grease Traps and Grease Interceptors.</i> If they are not designed in accordance with Uniform Plumbing Code (UPC) Section 711 and/or Appendix H, they</p>

WDR Requirement	Pacific Grove City Municipal Code Section or MRWPCA 2008-01 Ordinance Section	Specific Language
		must be designed by a professional engineer, must be consistent with the standards of this chapter, and must be approved by MRWPCA.
Grease Removal Devices – Maintenance	City - 18.08.050(l)(1)	Maintenance. Traps and interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease. No collected grease shall be introduced into any public or private drainage piping.
Grease Removal Devices – Best Management Practices (BMPs)	<i>Not Addressed</i>	<i>Not Addressed</i>
Grease Removal Devices – Record Keeping and Reporting	City - 18.08.050(l)(3)	All food service establishments or businesses required under this chapter to install and maintain a grease trap or grease interceptor shall maintain a maintenance record for the grease trap or grease interceptor, which shall be transmitted to city of Pacific Grove on a quarterly basis. This record shall include the date, the name of the person who performed cleaning and the disposal site of the waste. The record shall be posted in a conspicuous location and be available for review by the city's inspector at each routine inspection and at such other time as necessary for the city to determine whether a particular establishment may be performing maintenance contrary to the provisions of this chapter.

7.6 FOG Control Program Inspection, Enforcement, and Staffing [WDR D.13(vii)(e)]

The City of Pacific Grove's FOG Control Program Inspection and Enforcement legal authorities are described in Section 7.6.1 below and FOG Control Program staffing is described in Section 7.6.2 below.

7.6.1 FOG Control Program Inspection and Enforcement

Table 7-3 summarizes where the City and MRWPCA have jointly established the legal authorities to inspect grease producing facilities. The City is responsible for enforcement as outlined by City Municipal Code, Chapter 1.19 entitled Municipal Code and Ordinance Enforcement. Appendix 7F contains Chapter 1.19 in its entirety.



Table 7-3: FOG Control Program Inspection and Enforcement Legal Authorities

WDR Requirement	Pacific Grove City Municipal Code Section or MRWPCA 2008-01 Ordinance Section	Specific Language
Authority to inspect grease producing facilities	City - 18.08.050(l)(4) MRWPCA – 4.07	<p>18.08.050(l)(4) -The city or its designee shall perform grease trap and grease interceptor inspections bi-annually, or more often at the discretion of the city should maintenance reports not be received or should a grease trap or grease interceptor fail to operate properly.</p> <p>4.07 - <i>Inspection and Sampling</i> – The Agency shall inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Agency's representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. The Agency shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards, that upon presentation of suitable identification, personnel from the Agency will be permitted to enter without delay for the purpose of performing their specific responsibilities.</p>
Authority to enforce FOG Program Requirements	City – 1.19	See Appendix 7F for entire Chapter 1.19, Municipal Code and Ordinance Enforcement.

7.6.2 FOG Control Program Staffing

Table 7-4 names the City and MRWPCA Staff involved in the City’s FOG Control Program and outlines their FOG Program roles and responsibilities. Appendix 7G is a copy of the contract the City has with MRWPCA for Grease Source Control (aka FOG) Program Services through June 30, 2014, and Appendix 7H includes a copy of the City’s contract with the City of Monterey for inspecting newly installed grease traps and interceptors to ensure that the grease trap or interceptor is the correct size and is installed properly.

Table 7-4: City of Pacific Grove FOG Program Staffing

Name and Title	FOG Program Responsibilities	Contact Information
Mike Zimmer Community Development/Public Works Director <i>City of Pacific Grove</i>	<ul style="list-style-type: none"> ▪ The Community Development/Public Works Director is responsible for implementation of the City FOG Program. 	(831) 648-5722 x203 Office E-Mail: MZimmer@ci.pg.ca.us
Sarah Hardgrave Environmental Programs Manager <i>City of Pacific Grove</i>	<ul style="list-style-type: none"> ▪ The Environmental Programs Manager is responsible for receiving reports from the MRWPCA Source Control Supervisor and/or the Source Control Inspector summarizing the results of the annual FOG inspections. 	(831) 648-5722 x202 Office E-Mail: SHardgrave@ci.pg.ca.us
Vince Gentry Wastewater Field Supervisor <i>City of Pacific Grove</i>	<ul style="list-style-type: none"> ▪ The Wastewater Field Supervisor is responsible for coordinating with the MRWPCA Source Control Supervisor and/or Source Control Inspector to follow the City Municipal Code enforcement process. ▪ Preparing and sending Public Notification Letters re: new FSE inspection, upcoming inspections, MRWPCA role, etc. ▪ The Wastewater Field Supervisor is responsible for the management of FOG High Maintenance Areas if and when future FOG HMAs are identified. 	(831) 648-5722 x213 Office E-Mail: VGentry@ci.pg.ca.us



Name and Title	FOG Program Responsibilities	Contact Information
<p>Gary Weier</p> <p>Source Control Supervisor</p> <p><i>Monterey Regional Water Pollution Control Agency</i></p>	<p>The Source Control Supervisor is contractually responsible for:</p> <ul style="list-style-type: none"> ▪ Implementation of the contract between the City and MRWPCA to conduct annual grease trap or interceptor inspection of all commercial properties and public education. ▪ Assisting the City in the design, planning and setup of the FOG Program; ▪ Updates to the FSE Business Location List; ▪ Directing the Source Control Inspector in conducting initial, annual and compliance re-inspections; ▪ Notifying and resolving the City FOG Program Compliance issues by drafting violation letters, attending non-compliance meetings, and updating the files for each FSE. 	<p>(831) 883-1118 Office</p> <p>E-Mail: Gary@mrwpca.com</p>
<p>Courtney Bonovich</p> <p>Source Control Inspector</p> <p><i>Monterey Regional Water Pollution Control Agency</i></p>	<p>The Source Control Inspector is responsible for:</p> <ul style="list-style-type: none"> ▪ Conducting FSE initial, annual, and compliance re-inspections. ▪ Inspections include proper grease trap/interceptor cleaning and maintenance, and review of maintenance records/log sheets. ▪ Answering FOG Program questions. 	<p>(831) 883-6173 Office</p> <p>E-Mail: Courtney@mrwpca.com</p>

Name and Title	FOG Program Responsibilities	Contact Information
John Kuehl Building Official <i>City of Monterey</i>	<ul style="list-style-type: none"> ▪ The Building Official is responsible for inspecting newly installed grease traps and interceptors to ensure that the grease trap or interceptor is the correct size and is installed properly. 	(831) 648-3183 Office Email: kuehl@monterey.org

7.7 Grease Problem Area Identification and Sewer Cleaning [WDR D.13(vii)(f)]

The City cleans the entire collection system annually, as described in Element 4 – Operation and Maintenance Program. Since the inception of the FOG Program in 1997, the areas of the City that require more frequent cleaning (High Maintenance Areas (HMAs)) due to FOG have been eliminated. As a result the City does not currently clean any section of the sanitary sewer system at a frequency greater than annually because of FOG.

7.8 Source Control Measure Development and Implementation [WDR D.13(vii)(g)]

The City has not had to identify and implement additional FOG source control measures due to the current lack of FOG HMAs.

APPENDIX 7A

MOU with MRWPCA for Conducting a Public Education Program



Monterey Regional Water Pollution Control Agency

*"Dedicated to meeting the wastewater and recycled water needs
of our member agencies, while protecting the environment."*

October 17, 2012

Administration Office:
5 Harris Court, Bldg. D, Monterey, CA 93940-5756
(831) 372-3367 or 422-1001, FAX: (831) 372-6178
Website: www.mrwPCA.org

Mr. Mike Zimmer
Public Works Superintendent
CITY OF PACIFIC GROVE
2100 Sunset Dr.
Pacific Grove, CA 93950

Dear Mr. Zimmer:

**SUBJECT: WASTEWATER DISCHARGE REQUIREMENTS — PUBLIC
EDUCATION FOR GREASE FY 12/13**

Enclosed are two original copies of the Memorandum of Understanding (MOU) for Conducting a Public Education Program for the Southern Monterey Bay Dischargers' Group. Please execute both copies and return one copy to my attention at our Agency.

In addition, an invoice will follow under separate cover for the CITY OF PACIFIC GROVE's cost (per MOU) for the public education program as described in Attachments A & B.

If you have any questions or need additional information, you can contact Karen Harris at 645-4604 or me at 645-4623.

Sincerely,

Tom Buell
Director of Finance

TB/krh

Enclosures: MOU with Attachments A & B

HC-1

MEMORANDUM OF UNDERSTANDING
for
Conducting a Public Education Program
for the
Southern Monterey Bay Dischargers Group

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on October 23, 2012, between the **MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY** (the "Agency"), and the **CITY OF PACIFIC GROVE** (the Discharger"), as follows:

Recitals

1. The Discharger has been issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Control Board. One of the WDR requirements is for the Discharger to conduct a public education program to promote the proper disposal of grease and fats.
2. The Agency has the staff and resources to conduct a public education program as described in Attachment A to this Agreement.
3. The Discharger desires to have the Agency conduct this public education program.

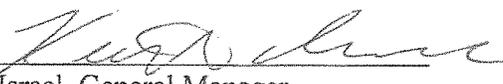
Terms and Conditions

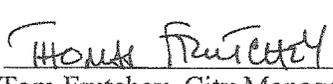
In consideration of the mutual promises contained herein, the Agency and the Discharger hereby agree to the following terms and conditions:

1. Over the remainder of fiscal year 2012-2013 on behalf of the Southern Monterey Bay Dischargers Group the Agency will conduct the public education program described in Attachment A.
2. The Discharger will compensate the Agency the amount shown in Attachment B as its share of the overall cost of conducting this public education program.
3. The Agency will invoice the Discharger for its share of these costs, and the Discharger will pay the Agency this amount within ninety (90) days of receipt of the invoice.

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

CITY OF PACIFIC GROVE

By 
Keith Israel, General Manager -----
Print Name/Title

By 
Tom Frutchey, City Manager-----
Print Name/Title

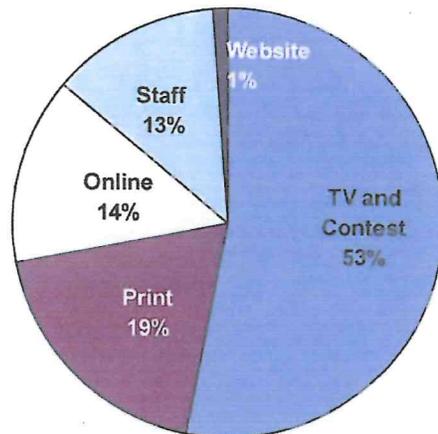
Attachment A

**WDR Grease Public Outreach Plan
FY 12/13**

Media Type	Budget Detail Summary
TV KSBW TV, Channel 8 KMUV TV, Channel 23 (Telemundo) KMUV TV (Telemundo) Texting Quiz Contest	(53%) 9 weeks, 172 ads*, 0:15 & 0:30 8 weeks, 50 ads, 0:15 2 weeks, 51 ads, 0:15 (273 total ads)
Print Carmel Pine Cone, Fri Monterey County Weekly, Thu	(19%) 2 ads* (1/5 pg, b/w) 8 ads (1/6 page, color)
Internet Website – ClogBusters.org and Facebook page Hosting, backups, archiving, 2 updates	(1%) 12 months www.ClogBusters.org
Online Ads & Search Marketing KSBW TV Channel 8 2 months KMUV TV Channel 23 (Telemundo) 3 months eLocalPlumbers.com TheCityOf.com	(14%) 35,000 impressions/mo 10,000 impressions/mo 12 months, ads on Green page and Education page; ClogBlog postings up to 3-4/mo on Resources Page Large ad, 12 months
Staff/Misc. Program management; Facebook and ClogBlog postings	(13%)
Total Budget	\$15,000 Group

Note: expense percentage for each media type is percentage of \$15,000 shared group budget.

* CAWD and PBCSD contributing \$3,168 to run 16 additional biweekly ads through June 30, 2013 (18 ads total).



Attachment B

SHARED COSTS FOR FY 12/13 PUBLIC EDUCATION PROGRAM
ON GREASE DISPOSAL PRACTICES

PUBLIC EDUCATION PROGRAM BUDGET = \$15,000

ENTITY	POPULATION WITHIN AREA TO BE COVERED BY REGIONAL WDR PROGRAM	PERCENTAGE OF BUDGET TO BE PAID BY THIS ENTITY	CONTRIBUTION TOWARD FY 2012/2013 BUDGET
City of Salinas	150,441	52.756%	\$ 7,913
Seaside County Sanitation District ⁽¹⁾	34,983	12.268%	\$ 1,840
Marina Coast Water District ⁽²⁾	33,364	11.700%	\$ 1,755
City of Monterey	27,810	9.752%	\$ 1,463
City of Pacific Grove	15,041	5.275%	\$ 791
Castroville Community Services District ⁽³⁾	7,000	2.455%	\$ 368
California American Water ⁽⁴⁾	6,380	2.237%	\$ 336
Pebble Beach Community Service District	4,509	1.581%	\$237 (+ \$1,584*) = \$1,821
Carmel Area Wastewater District	3,722	1.305%	\$196 (+ \$1,584*) = \$1,780
County of Monterey ⁽⁵⁾	1,914	0.671%	\$ 101
TOTAL	285,164	100.00%	\$15,000 (+ \$3,168*) = \$18,168

Notes:

- (1) Combined 2010 Census population of Seaside, Sand City, and Del Rey Oaks.
- (2) Combined 2010 Census population of City of Marina and Ord Community population provided by MCWD
- (3) Combined 2010 Census population of Castroville and Moro Cojo area population reported by Castroville Community Service District.
- (4) Combined population of Oak Hills, Indian Springs, Las Palmas, Spreckels, Pasadera, White Oaks, Village Green, Carmel Valley Ranch provide by Cal-Am September 2011.
- (5) Combined 2010 Census population of Boronda CDP and Moss Landing.

* PBCSD and CAWD contribution of \$3,168 for 16 extra ads in the Carmel Pine Cone to run biweekly through June 30, 2013.

APPENDIX 7B

City of Pacific Grove Municipal Code Chapter 18.08

Grease Traps

Chapter 18.08 GREASE TRAPS

Sections:

- [18.08.010](#) Purpose.
- [18.08.020](#) Conflict between these provisions and Uniform Plumbing Code.
- [18.08.030](#) Definitions.
- [18.08.040](#) Requirement for grease trap, grease interceptor, or other device.
- [18.08.050](#) General regulations and procedures.

18.08.010 Purpose.

The purpose of this chapter is to set forth policies, procedures, and requirements for food service establishments governing the installation, maintenance, and use of grease traps, grease interceptors or other comparable devices which represent the best practicable control technology for oil/grease removal, and to establish procedures regarding implementation and enforcement of the regulations set forth in this chapter. [Ord. 01-21 § 1, 2001; Ord. 1957 N.S. § 1, 1994].

18.08.020 Conflict between these provisions and Uniform Plumbing Code.

In the event of any conflict between the provisions of this chapter and the Uniform Plumbing Code, the provisions of this chapter shall prevail. [Ord. 01-21 § 1, 2001; Ord. 1957 N.S. § 1, 1994].

18.08.030 Definitions.

“Food service establishment” means an establishment that prepares and/or sells food for consumption either on or off the premises, including, but not limited to, restaurants, sandwich shops, delicatessens, bakeries, or pizzerias. The term, as used in this chapter, does not refer to food stores or establishments that do not prepare food on premises or process food in a manner so as to contribute grease to the sewer system.

“Grease interceptor” means a device designed and installed to separate and retain deleterious, hazardous, or undesirable matter from normal wastes and to permit normal sewage or liquid wastes to discharge into the disposal terminal by gravity.

“Grease trap” means a device designed to retain grease from one to a maximum of four fixtures.

“MRWPCA” means the Monterey Regional Water Pollution Control Agency. [Ord. 01-21 § 1, 2001; Ord. 1957 N.S. § 1, 1994].

18.08.040 Requirement for grease trap, grease interceptor, or other device.

(a) A food service establishment or any other business discharging grease, oil or other similar material shall have an operable grease trap, grease interceptor or other comparable device(s) as determined by MRWPCA and the city’s chief building inspector to be an adequate substitute for a grease trap or grease interceptor. A properly sized interceptor or trap shall be considered first, in conformity with the sizing chart set forth in the MRWPCA Regional Grease Program of MRWPCA. Should space limitations or other exceptional circumstances prevent their installation, MRWPCA may grant exceptions to the requirement of grease traps or grease interceptors in this section.

(b) All drains from food preparation and cleanup areas including, but not limited to, prewash sinks, floor drains, food waste disposal units, pots and pans sinks, scullery sinks, and garbage can wash areas shall be connected to such trap or interceptor.

(c) Sizing Formula. The size of a grease trap or grease interceptor shall be as determined by the MRWPCA. Notwithstanding the foregoing, grease traps required by this chapter shall be no smaller than an 80-gallon capacity trap with a 75-gallon per minute flow rate.

(d) Existing grease traps, grease interceptors or similar devices.

(1) Any food service establishment or other business that, on or after January 1, 1997, installed grease traps, grease interceptors, or other grease pretreatment equipment to comply with the requirements of the MRWPCA Regional Grease Program, shall not be required to upgrade such equipment until January 1, 2002, so long as such equipment remains in good working order. Should the grease trap, grease interceptor or other grease pretreatment equipment become nonoperational or fail to operate in good working order, a grease trap or grease interceptor meeting the standards set forth in this chapter shall be immediately installed.

(2) Notwithstanding the foregoing subsection (a)(1) of this section, any food service establishment or other business that, on or after, January 1, 1997, installed grease traps, grease interceptors, or other grease pretreatment equipment to comply with the requirements of the MRWPCA Regional Grease Program, shall upgrade such equipment to meet the standards set forth in this chapter upon the change of ownership of the business in which the equipment is located, or upon the remodeling of the business in which the equipment is located. Remodeling of the business not requiring a building permit shall be exempted from the upgrade requirement. The remodeling shall not be separated into phases for the purpose of avoiding the requirement of a building permit. [Ord. 01-21 § 1, 2001; Ord. 98-34 § 3, 1998; Ord. 97-15 § 1, 1997; Ord. 1957 N.S. § 1 1994].

18.08.050 General regulations and procedures.

(a) When waste treatment is required pursuant to this chapter, an approved grease trap or grease interceptor complying with the provision of this chapter shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment.

(b) A plumbing permit shall be obtained from the chief building inspector prior to the installation of a grease trap or grease interceptor.

(c) Each trap, interceptor, or comparable device required by this chapter shall have an approved volume not less than required by this chapter.

(d) Toilets, lavatories, and other sanitary fixtures shall not be connected to any grease trap, grease interceptor, or comparable device.

(e) Location of Grease Traps, and Grease Interceptors.

(1) They shall be located outside buildings, unless a finding is made by the chief building inspector that the location of the building on the site or some other aspect of the use prevents an outside location and that placement within a building is not hazardous to public health and safety;

(2) They shall be located and maintained at all times so as to prevent the entrance of foreign materials, shall be easily accessible for cleaning inspection and removal of intercepted grease, and shall pose no hazard to public health or safety;

(3) If they are not designed in accordance with Uniform Plumbing Code (UPC) Section 711 and/or Appendix H, they must be designed by a professional engineer, must be consistent with the standards of this chapter, and must be approved by MRWPCA.

(f) Related Equipment.

(1) They shall be fitted with a standard service access cover or manhole. If a manhole is required, it shall be brought to grade and finished with standard manhole cover and ring;

(2) A sampling box shall be located on the discharge side.

(g) All discharging fixtures shall be individually trapped and vented in accordance with the UPC.

(h) They shall be constructed of durable materials and shall have a full-size gas-tight cover which can easily be removed.

(i) They shall not be installed until the type and/or model has been subjected to, and has fully complied with, tests acceptable to the chief building inspector. Where an existing grease trap or grease interceptor is found acceptable by the chief building inspector, such equipment will be allowed to remain in use. Whenever a grease trap or grease interceptor does not comply with the provisions of this chapter, the chief building inspector shall require corrective measures.

(j) Prohibited and/or Restricted Equipment.

(1) The installation and use of garbage grinders (disposals) in commercial-food establishments is prohibited, except where a 1,000-gallon-plus interceptor is in use;

(2) The connection of high-temperature/high-flow dishwashers to a grease trap or grease interceptor is prohibited;

(3) The use of enzymes or bacterial cultures designed to disperse grease is prohibited unless specifically approved in writing by the Monterey County health department and the MRWPCA.

(k) After the effective date of the ordinance codified in this chapter, all establishments covered by this chapter shall install an approved grease trap or grease interceptor of sufficient size to prevent discharges into the sewer system.

(l) Maintenance.

(1) Traps and interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease. No collected grease shall be introduced into any public or private drainage piping.

(2) Any grease trap or grease interceptor required by this chapter shall be readily accessible for inspection and properly maintained to assure that accumulations of grease or oil do not impair its efficiency or transport grease or oil into the sewer system.

(3) All food service establishments or businesses required under this chapter to install and maintain a grease trap or grease interceptor shall maintain a maintenance record for the grease trap or grease interceptor, which shall be transmitted to city of Pacific Grove on a quarterly basis. This record shall include the date, the name of the person who performed cleaning and the disposal site of the waste. The record shall be posted in a conspicuous location and be available for review by the city's inspector at each routine inspection and at such other time as necessary for the city to determine whether a particular establishment may be performing maintenance contrary to the provisions of this chapter.

(4) The city or its designee shall perform grease trap and grease interceptor inspections bi-annually, or more often at the discretion of the city should maintenance reports not be received or should a grease trap or grease interceptor fail to operate properly.

(5) In the event the city determines that a food service establishment or business required to install and maintain a grease trap either fails to maintain the maintenance record required by this section, or fails to maintain the grease trap as required by this section, the city may require the immediate installation of a grease interceptor.

(m) Suspension or Termination of Health Permit. The city shall have the discretion to request the Monterey County health department (the city's health officer) to terminate or cause to be terminated the health permit of any user if a violation of any provision of this chapter is found to cause a condition of contamination, pollution, nuisance, or other threat to public health or safety.

(n) Request for Ruling. If an applicant for a permit or the owner of a grease trap or grease interceptor disputes the interpretation or application of this chapter, he/she may request a written ruling by the chief building inspector. The decision of the chief building inspector shall be final for all purposes. [Ord. 01-21 § 1, 2001; Ord. 98-34 § 4, 1998; Ord. 1957 N.S. § 1 1994].

The Pacific Grove Municipal Code is current through Ordinance 12-020, passed November 7, 2012.

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APPENDIX 7C

Clog Busters Outreach: Recycle Turkey Fryer Oil

Appendix 7C

Where's the grease?

Although we eat much healthier these days and don't fry foods like we used to, many food items contain clog-inducing fats, oils and grease. A few you may not have considered are listed below:

- Roasted chicken or turkey drippings
- Pie and cookie dough
- Sauces and gravy
- Sauté oil and butter
- BBQ'd steak juices remaining on the dinner plate

Wipe the above food remains from the plate or pan and into the can.



GREASE

Put a Lid on It!

Protect the Monterey Bay from sewer spills.

Pour grease and cooking oil into a can and dispose in your garbage.

Ponga la grasa y aceite para cocinar usado en una lata y tirela a la basura

Program Sponsored by:
The Southern Monterey Bay Dischargers Group
For more information call (831) 645-4604 or 422-1001

Recycle Turkey Fryer Oil

Many residents fry their turkeys. After the Big Day, what are you supposed to do with all the used oil? Here is the environmentally sound solution: Residents may take up to 10 gallons to their local landfill's household hazardous waste collection facility — **FREE of charge**. The oil is reused for animal feed, so do not mix with motor oil.

Monterey Regional Waste Management District

14201 Del Monte Blvd., Marina

Mon – Fri, 8 AM – 5 PM, Sat, 8 AM – 4:30 PM

384-5313

Salinas Valley Solid Waste Authority

139 Sun St., Salinas

Mon - Sat, 9 AM – 4 PM

424-5520

APPENDIX 7D

CalFOG List of Monterey County Grease Haulers



Keeping Your Sewers Safe From Fats, Oils and Grease

- Home
- FOG Program Info
- Laws, Regs and Codes
- Technology
- Technical Guides
- Publications
- Collection Systems
- Green Business
- Public Ed and Outreach

Grease Hauling and Rendering Companies Serving Locations in the State of California

For Getting Rid of Grease: [List of facilities that accept grease.](#)

* This list is provided to Food Service Establishments (FSEs) only as a convenience, and does not imply an endorsement of the services provided by any of the listed companies. CalFOG makes no claims or representations, explicit or implied, regarding the performance of the above service providers. CalFOG encourages FSEs to exercise due diligence when hiring a pumping and/or wastehauling contractor. The list is based upon information available at the time and may not include every company offering such services.

IN NO EVENT SHALL CalFOG BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED BY THE LISTED COMPANIES

Monterey

Monterey	All Valley Environmental, Inc.	(559) 498-8378
Monterey	Ameriguard Maintenance Services	(800) 347-7876 xt 14
Monterey	Bay Pumping	(831) 320 5229
Monterey	Greenline/Tom's Septic Tank Service	(831) 422-2298
Monterey	One More Time	(800) 624-5504
Monterey	P.S.T.S (Peninsula Septic Tank Service)	(831) 659-2465
Monterey	Pioneer Liquid Transport	(800) 804-7327
Monterey	Salinas Tallow	(800) 621-9000
Monterey	Salinas Tallow Co.	(831) 422-6436
Monterey	Trap Recyclers Inc	(408) 892-3824
Monterey	Trap Recyclers Inc	(800) 994-7867

APPENDIX 7E

MRWPCA Waste Discharge Ordinance, Ordinance No. 2008-01

ORDINANCE NO. 2008-01

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE INTERCEPTION, TREATMENT AND DISPOSAL OF SEWAGE AND WASTEWATER; PROVIDING FOR AND REQUIRING CHARGES AND FEES THEREFORE; AND FIXING PENALTIES FOR THE VIOLATION OF SAID REGULATIONS

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THE BOARD OF DIRECTORS OF THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY DOES ORDAIN AS FOLLOWS:

ARTICLE 1 – GENERAL PROVISIONS

§1.01 Short Title. This Ordinance shall be known as, and may be cited as, the Wastewater Discharge Ordinance of the Monterey Regional Water Pollution Control Agency.

§1.02 Purpose and Policy. This Wastewater Discharge Ordinance (sometimes hereinafter "Ordinance" or "this Ordinance") is the legal authority which sets uniform requirements for discharges into the wastewater collection and treatment system of the Agency and all tributary collection systems and enables the Agency to comply with the administrative provisions of the Clean Water Grant Regulations, and specifically incorporates and enforces National Categorical Pretreatment Standards as defined in 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*." This Ordinance also enables the Agency to comply with the water quality requirements set by the Regional Water Quality Control Board of the State of California and all applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, and any other discharge criteria which are required or authorized by state or federal law, and to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into the Agency sewer system. This Ordinance provides a means for determining wastewater volumes, constituents and characteristics, and setting of charges and fees, and the issuance of permits to certain users. Revenues derived from the application of this Ordinance shall be used to defray the Agency's cost of operating and maintaining adequate wastewater collection and treatment systems, enforcing Categorical Pretreatment Standards, implementation of source control and waste minimization programs and to provide improvements and depreciation.

§1.03 Definitions. Unless otherwise defined herein, terms and definitions shall be as adopted in the latest edition of "*Standard Methods for the Examination of Water and Wastewater*," published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Waste constituents and characteristics shall be measured in accordance with said *Standard Methods* unless expressly stated otherwise, or as established by the MRWPCA, Federal or State regulatory agencies. For the purposes of this Ordinance, unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

- 1. Agency** – the Monterey Regional Water Pollution Control Agency (MRWPCA).
- 2. Building Sewer** – a sewer conveying wastewater from the premises of a user to a community sewer.
- 3. Beneficial Uses** – uses of the water of the state that may be protected against quality degradation, including domestic, municipal, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation and the preservation and enhancement of fish, wildlife and other aquatic resources or reserves, and other uses, both tangible or intangible as specified by Federal or State law.
- 4. Community Sewer** – a sewer owned and operated by the Agency or any public entity member of the Agency which is tributary to the treatment facility operated by the Agency.
- 5. Compatible Pollutant** – biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, plus additional pollutants identified in the Agency's National Pollutant Discharge Elimination System (NPDES) permit if the Agency's treatment works was designed to treat such pollutants, and in fact, does remove such pollutants to a substantial degree.

6. Contamination – an impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination shall include any equivalent effect resulting from the disposal of wastewater, whether or not waters of the State are affected.

7. Environmental Protection Agency, or EPA – the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said Agency.

8. Federal Act – the Federal Water Pollution Control Act, PL 92-500, and any amendments thereto; as well as any guidelines, limitations, and standards promulgated by the Environmental Protection Agency pursuant to such Act.

9. Holding Tank Waste – any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.

10. Incompatible Pollutant – any pollutant which is not a "compatible pollutant" as defined in this Section.

11. Indirect Discharge – the discharge or the introduction of non-domestic pollutants into the POTW from any source regulated under section 307(b) or (c) of the Federal Act (33 U.S.C. 1317), including holding tank waste discharge.

12. Industrial User – a source of indirect discharge.

13. Interference – the term "Interference" means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

- a. inhibits or disrupts the Treatment Works, its treatment processes or operations, or its sludge processes, use or disposal; and
- b. therefore is a cause of a violation of any requirement of the Treatment Works' NPDES permit [including an increase in the magnitude or duration of a violation] or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder [or more stringent State or local regulations]: Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) [including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA], the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

14. Manager – the Manager of the Agency or his designated representative.

15. Mass Emission Rate – the weight of material discharged to the community sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.

16. National Categorical Pretreatment Standards – any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b), (c), and 402 (b) (8) of the Federal Act (33 U.S.C. 1347) and 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to a specific category of industrial users.

17. National Pollution Discharge Elimination System or NPDES Permit – a permit issued pursuant to section 403 of the Federal Act (33 U.S.C. 1342).

18. National Pretreatment Standard, Pretreatment Standard, or Standard – any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b), (c) and 402(b)(8) of the Federal Act (33 U.S.C. 1347) incorporated in 40 CFR 403 "*General Pretreatment Regulations for Existing and New Sources of Pollution*" which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

19. New Source – any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under

section 307(c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section. This term includes provisions established pursuant to 40 CFR 403.3.

20. Pass Through – the term "Pass Through" means a discharge which exits the Treatment Works into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Treatment Works' NPDES permit, including an increase in the magnitude or duration of a violation.

21. Person – any individual, firm, company, partnership, association, the responsible corporate officer of any private, public, or municipal corporation, the United States of America, the State of California, districts and all political subdivisions, governmental agencies and mandatories thereof.

22. Pollution – an alteration of the quality of the waters of the State by waste to a degree which unreasonably affects such waters for beneficial use or affects the facilities which serve such beneficial uses. Pollution may include contamination.

23. POTW – Publicly Owned Treatment Works (see Treatment Works).

24. Premises – a parcel of real estate or portion thereof, including any improvements thereon, which is determined by the Agency to be a single user for purposes of receiving, using, and paying for service.

25. Pretreatment – the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Treatment Works. The reduction or alteration can be by physical or process changes, except as prohibited by 40 CFR 403.6(d).

26. Pretreatment Requirements – any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.

27. Reclaimed Water – water which, as a result of treatment of waste, is suitable for direct beneficial use or a controlled use that would not otherwise occur.

28. Shall is mandatory; **May** is permissive.

29. Significant Industrial User – the term Significant Industrial User or Significant Industry means:

- a. all industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; and
- b. any other industrial user that: Discharges an average of 25,000 gallons per day or more of *process wastewater* to the Treatment Works (excluding sanitary, non-contact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the Treatment Works; or is designated as such by the Agency as defined in 40 CFR 403.12(a) on the basis that the industrial user has a reasonable potential for adversely affecting the operation of the Treatment Works or for violating any pretreatment standard or requirement [in accordance with 40 CFR 403.8(f)(6)].

30. Significant Non Compliance – any user that violates the discharge, administrative, or submittal provisions contained in 40 CFR 403.8(f)(2)(viii) shall be considered in Significant Non Compliance (SNC) and will be subject to the appropriate enforcement action by the Agency.

31. Standard Industrial Classification (SIC) – a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

32. Slug Discharge – is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or

in any other way violate the Agency's regulations, local limits or Permit Conditions.

33. Toxic Pollutant – any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of the Clean Water Act 307(a) or other Acts.

34. Treatment Works – any devices and systems in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature or necessary to recycle or reuse water at the most economical cost over the useful life of the works, including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment; or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste, including storm water and sanitary sewer systems.

35. Unpolluted Water – water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to the Agency having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters.

36. User – any person who discharges, causes or permits the discharge of wastewater into a community sewer.

37. User Classification – a classification of user based on the 1987 edition of the Standard Industrial Classification Manual prepared by the Executive Office of the President, Office of Management and Budget.

38. Waste – includes sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operations of whatever nature prior to, and for purposes of, disposal.

39. Wastewater – waste and water, whether treated or untreated, discharged into or permitted to enter a community sewer.

40. Wastewater Constituents and Characteristics – the individual chemical, physical, bacteriological and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity and strength of wastewater.

41. Waters of the State – any water, surface or underground, including saline waters, within the boundaries of the State of California.

ARTICLE 2 – REGULATIONS

§2.01 Prohibitions on Discharges

§2.01.1 General Prohibitions. No user shall discharge into the Treatment Works or community sewer any pollutant(s) which cause Pass Through or Interference. These general prohibitions and the specific prohibitions in paragraph §2.01.2 of this section apply to each user introducing pollutants into the Treatment Works, whether or not the user is subject to National Pretreatment Standards or any Federal, State, or local pretreatment requirements.

§2.01.2 Specific Prohibitions. The following pollutants shall not be introduced into the Treatment Works or community sewer:

1. pollutants which create a fire or explosion hazard in the Treatment Works, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 50 degrees Centigrade using the test methods specified in 40 CFR 261.21;
2. pollutants which will cause corrosive structural damage to the Treatment Works, but in no case

discharges with a pH lower than 6.0;

3. solid or viscous pollutants in amounts which will cause obstruction to the flow in the Treatment Works resulting in interference;
4. any pollutant, including oxygen demanding and compatible pollutants (BOD, Suspended Solids, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with the Treatment Works.
5. heat in amounts which will inhibit biological activity in the Treatment Works resulting in Interference, but in no case, heat in such quantities that the temperature at the Treatment Plant exceeds 40°C(104°F);
6. petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
7. pollutants which result in the presence of toxic gases, vapors, or fumes within the Treatment Works in a quantity that may cause acute worker health and safety problems; and
8. any trucked or hauled pollutants (residential septage, chemical toilet wastes, dilute oily wastes and salt brine solutions are accepted at the Treatment Plant and are jointly regulated under MRWPCA Liquid Waste Ordinance 88-3 [as amended by Ordinance 93-1] and this Ordinance).

§2.02 Prohibitions on Toxic Pollutants – Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, that injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the treatment works, or exceed the limitation set forth in a National Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Federal Act.

§2.03 Prohibitions on Storm Drainage and Ground Water – Storm water, ground water, rain water, street drainage or yard drainage shall not be discharged through direct or indirect connections to a community sewer unless a permit is issued by the Agency. The Agency may approve the discharge of such water only when no reasonable alternative method of disposal is available.

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

§2.04 Prohibitions on Unpolluted Water – Unpolluted water shall not be discharged through direct or indirect connection to a community sewer unless a permit is issued by the Agency. The Agency may approve the discharge of such water only when no reasonable alternative method of disposal is available.

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

§2.05 Prohibitions on Dilution as Substitute for Treatment – Except where expressly authorized to do so by an applicable Categorical Pretreatment Standard, no industrial user shall ever increase the use of process water or, in any other way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard.

§2.06 Limitations of Radioactive Wastes – No person shall discharge or cause to be discharged any radioactive waste into a community sewer except:

- a. when the person is authorized to use radioactive materials by the State Department of Health or other governmental agency empowered to regulate the use of radioactive materials, and
- b. when the waste is discharged in strict conformity with current California Radiation Control Regulations (California Administrative Code, Title 17) and the Nuclear Regulatory Commission regulations and

recommendations for safe disposal, and

- c. when the person is in compliance with all rules and regulations of the other applicable regulatory agencies.

§2.07 Limitations on the Use of Garbage Grinders – Waste from garbage grinders shall not be discharged into a community sewer except:

- a. wastes generated in preparation of food normally consumed on the premises, or
- b. where the user has obtained a permit for the specific use from the Agency, and agrees to undertake whatever self-monitoring is required to enable the Agency to equitably determine the charges and fees based on the waste constituents and characteristics.

Such grinders must shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the community sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

§2.08 Limitations on Point of Discharge – No person shall discharge any substances directly into a manhole or other opening in a community sewer other than through an approved building sewer unless he has been issued a permit by the Agency. If a permit is issued for such direct discharge, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Agency.

§2.09 Holding Tank Waste – No person shall discharge any holding tank waste into a community sewer unless he has been issued a permit by the Agency. Unless otherwise allowed by the Agency under their terms and conditions of the permit a separate permit must be secured for each separate discharge. This permit will state the specific location of discharge, the time of day the discharge is to occur, the volume of the discharge and the wastewater constituents and characteristics. If a permit is granted for discharge of such waste into a community sewer, the user shall pay the applicable charges and fees and shall meet such other conditions as required by the Agency. An exception to the above is that no permit will be required for discharge of domestic wastes from motor home holding tanks, provided that such discharges are made into an Agency-approved facility designed to receive such wastes.

§2.10 Limitation on Wastewater Strength

§2.10.1 No person shall discharge wastewater containing in excess of:

0.42	mg/l arsenic	0.018	mg/l mercury
3.4	mg/l cadmium	3.5	mg/l nickel
4.3	mg/l copper	2.3	mg/l silver
0.73	mg/l cyanide	2.7	mg/l total chromium
3.0	mg/l lead	2.6	mg/l zinc

§2.10.2 No person shall discharge any wastewater:

- a. Having a temperature higher than 150°F (65.5°C)
- b. Having a pH lower than 6.0 or higher than 10.5
- c. Containing in excess of 8.1 mg/l phenolic compounds
- d. Containing toxic inorganic pollutants in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations, or 4) violations of plant sludge disposal restrictions. Significant dischargers of toxic inorganics shall implement best practicable technologies for reducing the toxic organics content of their discharges.
- e. Containing toxic organic chemicals in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations; 4) violations of plant

sludge disposal restrictions; or 5) violations or air toxics regulations. Significant dischargers of toxic organics shall implement best practicable technologies for reducing the toxic organics content of their discharges.

- f. Containing oil and grease of animal, vegetable, petroleum or mineral origin in such quantities to cause or to contribute significantly to: 1) disruptions of sewer lines and other collection system components; 2) interference with treatment plant operations; or 3) exceedances for plant NPDES discharge limitations. Significant dischargers of oil and grease shall implement best practicable technologies for reducing the oil and grease content of their discharges.
- g. Containing ammonia in such quantities to cause or to contribute significantly to: 1) impairment of treatment plant worker safety; 2) disruptions of treatment plant operations; 3) exceedances of plant NPDES discharge limitations; or 4) violations of plant sludge disposal restrictions. Significant dischargers of ammonia shall implement best practicable technologies for reducing the ammonia content of their discharges.
- h. Containing BOD and/or TSS in such quantities to cause or to contribute significantly to: 1) disruptions of treatment plant operations; or 2) exceedances of plant NPDES discharge limitations for BOD/or TSS. Significant dischargers of BOD and TSS shall implement best practicable technologies for reducing the BOD/TSS content of their discharges.

§2.10.3 All National Categorical Pretreatment Standards upon their promulgation, shall apply in any instance where they are more stringent than those in this Ordinance. Limitations on wastewater strength in Sections 2.10.1 and 2.10.2 of this Ordinance may be supplemented with more stringent limitations pursuant to Section 4.05 Wastewater Discharge Permits herein below:

- a. If the Agency determines that the limitations in Section 2.10.1 and 2.10.2 may not be sufficient to protect the operation of the Agency's Treatment Works; or
- b. If the Agency determines that the limitations in Sections 2.10.1 and 2.10.2 may not be sufficient to enable the Agency's Treatment Works to comply with water quality standards or effluent limitations specified in the Agency's National Pollutant Discharge Elimination System (NPDES) Permit.

§2.10.4 Disposal of Unacceptable Waste – Wastes not permitted to be discharged into the community sewer must be transported to a state-approved disposal site. To protect the Treatment Works against illegal discharges, the Agency may require the discharger to submit a copy of the official hauling manifest or "Waste Haulers Report" within 30 days.

§2.10.5 Denial of New or Increased Pollutant Contributions - The Agency may deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the Treatment Works by Industrial Users where such contributions do not meet applicable Pretreatment Standards and Requirements or where such contributions would cause the Treatment Works to violate its NPDES Permit.

§2.10.6 Slug Discharge Evaluations - The Agency shall evaluate whether each Significant Industrial User needs a plan or other action to control Slug Discharges to the Treatment Works as per 40 CFR 403.8(2)(vi). The Agency will also include any slug control requirements issued to an Industrial User in that User's Industrial Wastewater Discharge Permit.

§2.11 Sewerage Design Requirements – All new sewers and connections to the community sewer shall meet all design requirements of the public entity member of the Agency having area jurisdiction in question, pursuant to the applicable Uniform Plumbing Code adopted by said member, and shall also meet all design requirements as may be established from time to time by the Agency.

ARTICLE 3 – WASTEWATER VOLUME DETERMINATION

§3.01 Determination of Volume – The volume of wastewater which a user discharges to a community sewer shall be determined by the Agency by use of one of the alternative methods described in this Article, with the method for each user or group of users to be selected by the Agency. Selection of such method will be based upon the principal activities of the user as they relate to wastewater flows, fluctuation of flows, practicality of obtaining flow measurements and other pertinent factors. The volume of the wastewater being discharged shall be one of the factors used in establishing charges and may require certain users to obtain Wastewater Discharge Permits in

conjunction with the determination of their wastewater volume.

§3.02 Metered Water Supply and Water Diversions – When charges and fees are to be based upon the water usage, such charges and fees shall be applied against the total amount of water used from all sources unless in the opinion of the Agency, significant portions of water received are not discharged to a community sewer. The total amount of water used from public and private sources will be determined by means of public meters or private meters, installed and maintained at the expense of the user and approved by the Agency. When charges and fees are to be based upon water usage, and where, in the opinion of the Agency, a significant portion of the water received from any metered source does not flow into the community sewer because of the principal activity of the user or removal by other means, the charges and fees will be applied against the volume of water discharged from such premises into the community sewer. Written notification and proof of the diversion of water must be provided by the user, and approved by the Agency, if the user is to avoid the application of the charges and fees against the total amount of water used from all sources. If acceptable to the Agency, the user may install a meter of a type and at a location approved by the Agency and at the user's expense. Such meters shall measure the amount of water diverted. Such meters shall be maintained at the expense of the user and be tested for accuracy when deemed necessary by the Agency, at the expense of the user.

§3.03 Metered Wastewater Volume – When charges and fees are to be based upon the metered volume of wastewater being discharged to a community sewer, the user shall install a meter of a type and at a location approved by the Agency, at the user's expense. Such meter shall measure the amount of wastewater being discharged and shall be maintained and tested for accuracy when deemed necessary by the Agency, at the expense of the user.

§3.04 Estimated Wastewater Volume – For users where, in the opinion of the Agency, it is unnecessary or impractical to install meters, the charges and fees may be based upon an estimate of the volume to be discharged as calculated by the Agency. A rational method will be used to estimate the quantity of wastewater discharged and may consider such factors as the number of fixtures, seating capacity, population equivalent, annual production of goods and services, or such other determination of water use necessary to estimate the wastewater volume discharged.

ARTICLE 4 – DISCHARGE REPORTS, WASTEWATER DISCHARGE PERMITS, NOTIFICATION, REPORTING REQUIREMENTS AND ADMINISTRATION

§4.01 Notification of Hazardous Wastes Discharged to the Treatment Works

§4.01.1 All industrial users shall notify the Agency, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the Treatment Works of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the Treatment Works, the notification shall also contain the following information: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All industrial users shall provide notification no later than 180 days after the discharge of the listed or characteristic hazardous waste.

§4.01.2 Discharges are exempt from the requirements of paragraph 4.01.1 of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR part 261.30(d) and 261.33(3). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(3), requires notification.

§4.01.3 In the case of any new regulations under Section 3001 of the Resource Conservation and Recovery Act (RCRA), identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the Agency, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

§4.01.4 In the case of any notification made under Section 4.01, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

§4.02 Notification of Potential Problems – All industrial and commercial users shall notify the Agency *immediately* of all discharges that could cause problems at the Treatment Works, including any slug discharges of compatible or incompatible pollutants.

§4.03 Notification of Changes in Discharge – All industrial and commercial users shall promptly notify the Agency in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the industrial/commercial user has submitted initial notification under 40 CFR 403.12(p) and paragraph §4.01 of this Ordinance.

§4.04 Discharge Reports

§4.04.1 General Discharge Report – The Agency may require that any person discharging or proposing to discharge wastewater into a community sewer, file a periodic Discharge Report. The Discharge Report, at the discretion of the Agency, may include but not be limited to, nature or process, volume, rates of flow, mass emissions rate, production quantities, hours of operation, number and classification of employees, or other information which relates to the generation of waste including wastewater discharge. Such reports may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they are not normally discharged. In addition to Discharge Reports, the Agency may require information in the form of Wastewater Discharge Permit Applications and Self-Monitoring Reports.

§4.04.2 Baseline Monitoring Report - Industrial Users subject to Federal Categorical Pretreatment standards that are currently discharging to or are scheduled to discharge to the Agency's Treatment Works shall submit to the Agency a Baseline Monitoring Report that meets all requirements and time guidelines set forth in 40 CFR 403.12(b) and any other such requirements as deemed appropriate by the Agency.

§4.04.3 Pretreatment Compliance Report - Industrial Users subject to Federal Categorical Pretreatment Standards shall submit to the Agency a report on their compliance status with any Categorical Pretreatment Standard deadline. This report must be received within 90 days following the date for final compliance with the applicable Categorical Pretreatment Standards, or in the case of a new source within 90 days following the commencement of introduction of wastewater to the Treatment Works. This report shall contain the information described in 40 CFR 403.12(d).

§4.04.4 Periodic Compliance Reports - All Categorical and Significant Non-Categorical dischargers to the Agency's Treatment Works shall submit Compliance Reports on a semi-annual basis (usually by June 30 and December 31 of each calendar year) to the Agency that contain the information described in 40 CFR 403.12(e) and 40 CFR 403.12(h).

§4.04.5 Report Certification Statement - All semi-annual Compliance Reports shall contain a Certification Statement signed by a qualified professional indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance and/or additional Pretreatment is required for the Industrial User to meet the applicable Pretreatment Standards and Requirements. This statement shall contain the information described in 40 CFR 403.12(b)(6).

§4.04.6 Report Accuracy Statement - All reports and self-monitoring data submissions to the Agency by Industrial Users shall contain the following accuracy statement and must be signed as per the requirements contained in 40 CFR 403.12(l):

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

§4.05 Wastewater Discharge Permits

§4.05.1 Mandatory Permits – Each Significant Industry as defined in Section 1.03, as well as other users with a discharge equivalent to that of a Significant Industrial User, must obtain a Wastewater Discharge Permit before connecting to or discharging into a community sewer. All existing Significant Industrial Users, as well as existing industries with an equivalent discharge, shall obtain a Wastewater Discharge Permit within 180 days after the effective date of this Ordinance.

§4.05.2 Optional Permits – The Manager may issue a Wastewater Permit to any user, upon application, in accordance with the terms of this section in the following categories:

- a. a user who request charges and fees to be based on metered water supply and water diversions, or metered wastewater volume, or
- b. any user whose wastewater strength is less than the normal range for user classification to which he is assigned because of pretreatment, process changes or other reason, or
- c. any user who wishes to discharge wastewater on a temporary basis, such as ground water clean up or storage tank rinsings.

§4.05.3 Permit Application – Users seeking a Wastewater Discharge Permit shall complete and file with the Manager a permit application, accompanied by the applicable fees. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

- a. name, address, and SIC number of applicant;
- b. volume of wastewater to be discharged;
- c. wastewater constituents and characteristics including, but not limited to, those mentioned in Sections 2.10 as determined by a laboratory approved by the Agency;
- d. time and duration of discharge;
- e. average and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
- f. site plan, floor plans, mechanical and plumbing plans and details to show all sewer and appurtenances by size, location and elevation;
- g. description of activities, facilities and plant processes on the premises, including all materials, processes and types of materials which are or could be discharged;
- h. each product produced by type, amount and rate of production;
- i. where known, the nature and concentration of any pollutants in the discharge which are limited by any Agency, State, or Federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and if not, whether additional Operations and Maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable Pretreatment Standards;
- j. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards; the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to this schedule:

- 1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.)
- 2) No increment referred to in paragraph 1) shall exceed nine (9) months.
- 3) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Manager including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Manager.

- k. number and type of employees, and hours of work;

- I. any other information as may be deemed by the Manager to be necessary to evaluate the permit application.

The Manager will evaluate the data furnished by the user and may require additional information. After evaluation and approval of all the data required, the Manager may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

§4.05.4 Permit Conditions – Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other ordinances, regulations, and charges and fees established by the Agency. The conditions of Wastewater Discharge Permits shall be uniformly enforced by the Manager in accordance with this Ordinance and applicable state and federal regulations. Permits may contain the following:

- a. the unit charge or schedule of charges and fees for the wastewater to be discharged to the community sewer;
- b. the average and maximum wastewater constituents and characteristics;
- c. limits on rate and time of discharge or requirements for flow regulations and equalization;
- d. requirements for installation of inspection and sampling facilities;
- e. pretreatment requirements;
- f. requirements for controlling slug discharges of any wastewater or substance that has the potential to cause problems in the wastewater collection system or Interference or Pass Through at the Treatment Works;
- g. specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, number, types and standards for test and reporting schedules;
- h. requirements for submission of technical reports or self-monitoring discharge reports (see Section §405.9);
- i. requirements for maintaining plant records relating to wastewater discharge as specified by the Agency and affording Agency access thereto;
- j. mean and maximum mass emissions rates, or other appropriate limits when incompatible pollutants (as defined by Sections 2.10.1 and 2.10.2) are proposed or present in the user's wastewater discharge; and
- k. other conditions as deemed appropriate by the Agency to ensure compliance with this Ordinance or any regulations affecting the operation of the Agency facilities.

§4.05.5 Duration of Permits – Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification and change by the Agency during the life of the permit as limitations or requirements are modified and changed. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

§4.05.6 Permit Modification – Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Discharge Permit of Industrial Users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where an industrial user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Discharge Permit they must do so within 180 days after the promulgation of the applicable National Categorical Pretreatment Standard. In addition, the industrial user with an existing Wastewater Discharge Permit shall submit to the Manager within 180 days after the promulgation of an applicable Pretreatment Standard the information required by paragraphs (i) and (j) of Section §4.05.3.

§4.05.7 Transfer of a Permit – Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned, transferred or sold to a new owner, new user, different premises, or a new or changed operation.

§4.05.8 Revocation of Permit – Any user who violates the conditions of the Wastewater Discharge Permit, applicable state and federal regulations, *or any provisions of this Ordinance including the following*, is subject to having this permit revoked:

- a. failure of a user to furnish correct factual data in the permit application;
- b. failure of a user to factually report the wastewater constituents and characteristics of the discharge;
- c. failure of the user to report significant changes in operations, or wastewater constituents and

- characteristics; or,
- d. refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.

§4.05.9 Industrial Self-Monitoring

- a. **Monitoring and Analysis to Demonstrate Continued Compliance** – The self-monitoring reports required in this section shall contain the results of sampling and analysis of the industrial user's discharge, including the flow and the nature and concentration, or production and mass where requested by the Agency, of pollutants contained therein which are limited by the applicable national, state and local Pretreatment Standards and Industrial Discharge Permit Requirements and which meet all sampling/monitoring requirements contained in 40 CFR 403.12(g).
- b. **Notification of Industrial Self-Monitoring Violations and Repeat Sampling and Analysis Requirements** – If sampling performed by an industrial user indicates a violation, the user shall notify the Agency within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Agency within 30 days after becoming aware of the violation. In addition, the Agency will conduct a re-sampling within, but not to exceed, 30 days from the date of becoming aware of the violation as per 40 CFR 403.12(g)(2) in order to confirm discharge compliance.
- c. **Industrial Self-Monitoring Reports** – The reports required in this section shall be based upon all data obtained through Agency approved self-monitoring sampling and analysis which is performed by the industry during the period covered by the report (all monitoring results must be reported). The Agency shall specify the frequency and type of monitoring necessary to assess and assure compliance by industrial users with applicable national, state and local Pretreatment Standards and Requirements.
- d. **Industrial Self-Monitoring Sampling and Analysis** – All self-monitoring analyses shall be performed in accordance with procedures established by the Agency pursuant to Section 304(h) of the Act and contained in 40 CFR 136 and amendments thereto, or with any other test procedures approved by the Agency. Sampling shall be performed in accordance with the techniques approved by the Agency. Where 40 CFR 136 does not include sampling or analytical techniques for the pollutants in question, or where the Agency determines that Section 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the Agency.
- e. **Reporting of Industrial Self-Monitoring Analysis Performed More Frequently Than Required** – If an industrial user is subject to self-monitoring reporting requirement(s), any pollutant monitored more frequently than required by the Agency, shall include the results of this monitoring in the self-monitoring report.

§4.05.10 Record-Keeping Requirements – Any industrial user subject to the reporting requirements established in Article 4 of this Ordinance shall maintain records of all information resulting from any monitoring activities required. Such records shall include for all samples:

- a. the date, exact location, method and time of sampling and the name(s) of the person or persons taking the samples;
- b. the dates analyses were performed;
- c. who performed the analyses;
- d. the analytical techniques/methods used; and
- e. the results of such analyses.

Any industrial user subject to reporting requirements shall be required to retain for a minimum of 3 years any records of monitoring activities and results and shall make such records available for inspection and copying by the Agency. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user when requested by the Agency.

§4.06 Monitoring Facilities – Users who propose to discharge, or who in the judgment of the Agency could discharge now or in the future, wastewater with constituents and characteristics different from that produced by a domestic premise (see Section 5.04 herein) may be required to install a monitoring facility.

When more than one user discharges into a common building sewer, the Agency may require installation of a separate monitoring facility for each user. Also when, in the judgment of the Agency, there is a significant difference

in wastewater constituents and characteristics produced by different operations of a single user, the Agency may require that separate monitoring facilities be installed for each separate discharge.

Monitoring facilities that are required to be installed shall be constructed, operated and maintained at the user's expense. The purpose of a facility is to enable inspection, sampling and flow measurement of wastewaters produced by a user. If sampling or metering equipment is also required by the Agency, it shall be provided, installed and operated at the user's expense. The monitoring facility will normally be required to be located on the user's premises outside of the building. The Agency may, however, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area with the approval of the public agency having jurisdiction over that street or sidewalk, and located so that it will not be obstructed by landscaping or parked vehicles.

If the monitoring facility is inside the user's fence, there shall be accommodations to allow safe and immediate access for Agency personnel, such as a gate secured with an Agency lock. There shall be ample room in or near such facility to allow accurate sampling and compositing of samples for analysis. The entire facility and the sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition by and at the expense of the user.

When, in the judgment of the Agency, an existing user requires a monitoring facility, the user will be so notified in writing. Construction must be completed within 90 days following written notification unless a time extension is otherwise granted by the Agency.

§4.07 Inspection and Sampling – The Agency shall inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Agency's representative ready access at all reasonable times to all parts of the premises for the purposes of inspection or sampling or in the performance of any of their duties. The Agency shall have the right to set up on the user's property such devices as are necessary to conduct sampling or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards, that upon presentation of suitable identification, personnel from the Agency will be permitted to enter without delay for the purpose of performing their specific responsibilities.

§4.08 Pretreatment – Users shall make wastewater acceptable under the limitations established herein before discharging into any community sewer. Any facilities required to pretreat wastewater to a level acceptable to the Agency shall be provided and maintained at user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Agency for review, and shall be approved by the Agency before construction of the facility. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be approved by the Agency.

§4.09 Protection from Accidental Discharge – Each user shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Agency for review, and shall be approved by the Agency before construction of the facility.

The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to provide the protection necessary to meet the requirements of this Ordinance.

§4.10 Confidential Information – All information and data on a user obtained from reports, questionnaires, permit applications, permit and monitoring programs and from inspections shall be available to the public or any other governmental agency without restriction unless the user specifically requests and is able to demonstrate, to the satisfaction of the Agency, that the release of such information would divulge information, processes or methods which would be detrimental to the user's competitive position.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be available to governmental

agencies for use in making studies; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the Agency as confidential, shall not be transmitted to any governmental agency or to the general public by the Agency until and unless prior and adequate notification is given to the user.

§4.11 Discharge from Outside Agency Limits – Any user located in other than an Agency Member Entity shall request permission to discharge from the Manager. Upon review and approval of such a request, the Agency shall enter a contractual agreement with the user which shall require the user to comply with all local, state and federal pretreatment regulations as well as any National Categorical Pretreatment Standards yet to be promulgated. The Contractual Agreement shall also be subject to such terms, conditions, and fees as the Agency finds necessary or appropriate.

§4.12 Special Agreements – Special agreements and arrangements between the Agency and any persons or agencies may be established when in the opinion of the Agency, unusual or extraordinary circumstances compel special terms and conditions. Such agreements shall not, however, exempt the user from complying with any National Categorical Pretreatment Standard.

ARTICLE 5 – WASTEWATER CHARGES AND FEES

§5.01 Schedule of Charges and Fees – A schedule of charges and fees shall be adopted by the Agency, by ordinance or resolution, as permitted by law, which will enable it to comply with the revenue requirements of the State Clean Water Grant Program, and such charges and fees shall be determined in a manner consistent with regulations of the grant program.

§5.02 Classification of Users – All users are to be classified by the Agency either by assigning each one to a "user category" according to the principal activity conducted on the user's premises, by individual user analysis or by a combination thereof. The purpose of such collective and/or individual classification is to facilitate the regulation of wastewater discharges based on wastewater constituents and characteristics, to provide an effective means of source control, and to establish a system of charges and fees which will ensure an equitable recovery of the Agency's costs.

§5.03 Types of Charges and Fees – The charges and fees as established in the Agency's schedules of charges and fees, may include, but not be limited to:

- a. user category charges;
- b. fees for connection to sewer system;
- c. fees for monitoring;
- d. fees for permit applications;
- e. appeal fees
- f. charges and fees based on wastewater constituents and characteristics to include industrial cost recovery provisions of the Federal Act; and
- g. annexation fees.

§5.05 Basis for Determination of Charges – The charges and fees established for all users or categories of users shall be based upon the measured or estimated constituents and characteristics of the wastewater discharge of that user or user category which may include, but not be limited to, BOD, Suspended Solids and volume. The constituents and characteristics may be either measured or estimated, as determined by the Agency. The volume subject to charge shall be determined in accordance with Article 3 of this Ordinance.

§5.06 Basic Minimum Charge – Notwithstanding the provisions of Section 5.04, in any event the basic charge so determined for users in the residential category shall constitute the basic minimum charge for all users, and no user shall be charged less than this amount.

ARTICLE 6 – ENFORCEMENT

§6.01 Accidental Discharges

§6.01.1 Notification of Potential Problems – Users shall notify the Agency immediately upon accidentally discharging wastes which could cause problems to the Treatment Works or wastes in violation of this Ordinance, including any slug discharges, to enable countermeasures to be taken by the Agency to minimize damage to the community sewer, treatment facility, treatment processes and the receiving waters.

The notification shall be followed, within 15 days of the date of occurrence, by a detailed written statement describing the causes of the accidental discharge and the measures(s) being taken to prevent future occurrence.

Such notification will not relieve users of liability for any expense, loss or damage to the sewer system, treatment plan, or treatment process, or for any fines imposed on the Agency on account thereof under Section 13340 of California Water Code or for violations of Section 5650 of the California Fish and Game Code.

§6.01.2 Notices to Employees – In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control. A notice shall be furnished and permanently posted on the user's bulletin board advising employees whom to call in case of an accidental discharge in violation of this Ordinance.

§6.01.3 Preventive Measures – Any direct or indirect connection or entry point for persistent or deleterious wastes to the user's plumbing or drainage system should be eliminated. Where such action is impractical or unreasonable, the user shall appropriately label such entry points to warn against discharge of such wastes in violation of this Ordinance.

§6.02 Issuance of Cease and Desist Orders – When the Agency finds that a discharge of wastewater has taken place, in violation of prohibitions or limitations of this Ordinance, or the provisions of a Wastewater Discharge Permit, the Manager may issue an order to cease and desist, and direct those persons not complying with such prohibitions, limits, requirements, or provisions to:

- a. comply forthwith;
- b. comply in accordance with a time schedule set forth by the Agency; or
- c. take appropriate remedial or preventive action in the event of a threatened violation.

§6.03 Harmful Contributions – The Agency may immediately suspend the wastewater treatment service and/or Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Agency, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the Agency to violate any condition of its NPDES Permit.

Any person notified of a suspension of the wastewater treatment service and/or the Wastewater Discharge Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the Agency shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the Treatment Works or endangerment to any individuals. The Agency shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. This shall be submitted to the Agency within 15 days of the date of occurrence.

§6.04 Submission of Time Schedule – When the Agency finds that a discharge of wastewater has been taking place, in violation of prohibitions or limitations prescribed in this Ordinance, or wastewater source control requirement, effluent limitations or pretreatment standards, or the provisions of a Wastewater Discharge Permit, the Agency may require the user to submit for approval, with such modification as it deems necessary, a detailed time schedule of specific actions which the user shall take in order to prevent or correct a violation of requirements.

§6.05 Appeals – Any user, permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders, made by the Manager, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file with the Manager a written request for reconsideration within 10 days of such decision, action, or determination, setting forth in detail the facts supporting the user's request for

reconsideration.

If the ruling made by the Manager is unsatisfactory to the person requesting reconsideration, he may within 10 days after notification of Agency action, file a written appeal to the Agency's Board of Directors. The written appeal shall be heard by the Board within 30 days from the date of filing. The Board shall make a final ruling on the appeal within 15 days of the close of the meeting. The Manager's decision, action, or determination shall remain in effect during such period of reconsideration.

§6.06 Enforcement Response Plan – The Manager is authorized and directed to prescribe regulations necessary to implement this Article and a Pretreatment Enforcement and Response Plan ("ERP") as required by and in compliance with state and federal law and regulations. The ERP and any changes thereto shall be effective upon approval by resolution of the Board of Directors. Any enforcement measure or procedure contained in this Article and the ERP shall be considered to be complimentary and cumulative and not exclusive of any other enforcement measure or procedure and the Agency may pursue any one or all of such measures or any other remedy or relief which may be provided for by law.

§6.07 Publishing of Dischargers in Significant Noncompliance – The Agency will provide annual public notification in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the Agency of Industrial Users which at any time during the previous 12 months were in significant noncompliance (SNC) with applicable Pretreatment requirements as defined in 40 CFR 403.8(f)(2)(viii).

ARTICLE 7 – ABATEMENT

§7.01 Public Nuisance – Discharge of wastewater in any manner in violation of this Ordinance or of any order issued by the Manager as authorized by this Ordinance, is hereby declared a public nuisance and shall be corrected or abated as directed by the Manager. Any person creating a public nuisance shall be subject to provisions of Agency codes or ordinances governing such nuisance.

§7.02 Injunction – Whenever a discharge of wastewater is in violation of the provisions of this Ordinance or otherwise causes or threatens to cause a condition of contamination, pollution or nuisance, the Agency may petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate in restraining the continuance of such discharge.

§7.03 Damage to Facilities – When a discharge of wastes causes an obstruction, damage, or any other impairment to Agency facilities, the Agency may assess a charge against the user for the work required to clean or repair the facility and add such charge to the user's sewer service charge.

§7.04 Correction of Violations; Collection of Costs; Injunction – In order to enforce the provision of this Ordinance, the Agency may correct any violation hereof. The cost of such correction may be added to any sewer service charge payable by the person violating the Ordinance or the owner or tenant of the property upon which the violation occurred, and the Agency shall have such remedies for the collection of such costs as it has for the collections of sewer service charges. The Agency may also petition the Superior Court for the issuance of a preliminary or permanent injunction, or both, as may be appropriate, restraining any person from the continued violation of this Ordinance.

§7.05 Civil Liabilities and Penalties – Any person who intentionally or negligently violates any provision of this Ordinance, requirements, or conditions set forth in a permit duly issued, or who discharges wastewater which causes pollution, or violates any cease and desist order, prohibition, effluent limitation, national standard of performance, pretreatment or toxicity standard, including non-discharge pretreatment standards, shall be liable to injunctive relief for non-compliance imposed by the Agency against which the violation occurs. Said civil liability may be in a sum of not to exceed six thousand dollars (\$6,000.00) a day for each violation in which such violation occurs.

The Agency may petition the Superior Court to impose, assess and recover such sums. In determining such amount the court shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length or time over which the violations occurs, and corrective action, if any.

§7.06 Falsifying of Information – Any person who knowingly makes any false statements, representation record,

report, plan or other document filed with the Agency, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, is hereby declared to be in violation of this Ordinance, and subject to the civil liabilities imposed under Section 7.05 of this Ordinance.

§7.07 Termination of Service – In order to effect its powers, the Agency may enter upon private property for the purpose of inspection and maintenance of sanitary and waste disposal facilities and may terminate service to property in which a violation of any rule, regulation, or this Ordinance is found to exist.

Prior to termination of service, however, the Agency Board shall notify, in writing, the owner and tenant, if any, of such property that service is intended to be so terminated and conduct a hearing thereon as herein provided. Such notice shall be mailed to the owner at the address shown on the records of the Assessor of the County, or as known to the Agency, and a copy shall be delivered to the tenant or posted conspicuously on the property. The notice shall state the date of proposed termination of service and the reasons therefore and the date the Agency Board shall hold a hearing upon such intended termination. Such a hearing shall not be held less than ten (10) days subsequent to the giving of the notice as herein required.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

§8.01 Severability – If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The Board of Directors hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

§8.02 Repeal of Conflicting Ordinances – Ordinances No. 92-02, 93-03, and 2000-01 hereby are repealed. Further, in the event of conflict between this Ordinance and other ordinances, rules and regulations of the Agency adopted prior to this Ordinance, the provisions of this Ordinance shall prevail.

§8.03 Publication of Ordinance – Within fifteen (15) days after the passage of this Ordinance, the Agency Manager/Secretary shall cause it to be published at least once in a newspaper of general circulation published and circulated within Monterey County.

The foregoing Ordinance was introduced at a regular meeting of the Board of Directors of the Monterey Regional Water Pollution Control Agency and was passed and adopted on July 28, 2008 by the following vote:

Effective Date – This Ordinance shall take effect and be in force thirty (30) days from and after the final passage and adoption hereof.

AYES: Stefani, Calcagno, Russell, Nishi, Dayton, Pendergrass and Bloomer

NOES: None

ABSENT: Cortez, Cort, De La Rosa and Haferman

/s/ Joe Russell

Joseph Russell, Chair
Board of Directors

ATTEST:

/s/ Keith Israel

Keith Israel, General Manager

Secretary to Board of Directors

Administration Offices

5 Harris Court, Bldg D, Monterey, CA 93940 | (831) 372-3367 or (831) 422-1001 | Fax: (831) 372-6178

Regional Treatment Plant

14811 Del Monte Boulevard , Marina, CA 93933 | (831) 883-1118 or (831) 424-1108 | Fax (831) 883-0516

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APPENDIX 7F

City of Pacific Grove Municipal Code Chapter 1.19

Municipal Code and Ordinance Enforcement

Chapter 1.19 MUNICIPAL CODE AND ORDINANCE ENFORCEMENT

Sections:

- [1.19.010](#) Purpose.
- [1.19.020](#) Administrative citation process overview.
- [1.19.030](#) Administrative compliance order process overview.
- [1.19.040](#) Administrative citations.
- [1.19.050](#) Definitions.
- [1.19.060](#) Service of citations, orders and notices.
- [1.19.070](#) Citation issuance.
- [1.19.080](#) Citation fines.
- [1.19.090](#) Hearing request.
- [1.19.100](#) Advance deposit hardship waiver.
- [1.19.110](#) Hearing officer selection.
- [1.19.120](#) Hearing procedure.
- [1.19.130](#) Hearing officer's decision.
- [1.19.140](#) Judicial review.
- [1.19.150](#) Administrative compliance orders.
- [1.19.160](#) Compliance orders.
- [1.19.170](#) Hearing officer selection – Notice of hearing.
- [1.19.180](#) Compliance hearing.
- [1.19.190](#) Administrative order.
- [1.19.200](#) Administrative penalties.
- [1.19.210](#) Administrative costs.
- [1.19.220](#) Failure to comply with administrative order.
- [1.19.230](#) Judicial review.
- [1.19.240](#) Report of compliance after administrative order.
- [1.19.250](#) Compliance dispute.
- [1.19.260](#) Lien procedure.
- [1.19.270](#) Lien hearing and protest.
- [1.19.280](#) Recording lien.
- [1.19.290](#) Satisfaction of lien.

1.19.010 Purpose.

City enforcement issues have become increasingly varied and complex. Alternative enforcement processes have been adopted by other public agencies as a means to address budget difficulties and resource shortages, and to streamline operations. Alternative enforcement processes minimize time delays that can result from increasingly crowded criminal and civil court dockets.

This chapter sets forth a variety of enforcement options to effectively and timely address code and ordinance enforcement matters in order to preserve and protect the quality of life in the neighborhoods and communities of the city of Pacific Grove. This chapter allows traditional criminal prosecution, civil action and nuisance abatement as enforcement. This chapter further establishes several administrative enforcement procedures. [Ord. 07-022 § 2, 2007].

1.19.020 Administrative citation process overview.

Administrative citations generally address municipal code and ordinance violations that the city, in its sole discretion, deems to be minor or transient in nature. The city adopts the administration citation enforcement process, set forth in PGMC [1.19.040](#) through [1.19.150](#), inclusive, pursuant to California Government Code Section 53069.4, which provides for de novo review of administrative citations in court if a person wishes to challenge an administrative decision upholding an administrative citation. For example, and not by exclusion, administrative citations may be used to enforce provisions regulating signs, yard waste, false alarms, noise issues, vehicle parking, minor or nonrecurring violations of PGMC Title [18](#), Buildings and Construction, PGMC Title [23](#), Zoning, or similar matters.

An enforcement officer issues an administrative citation that lists the violation and the administrative fine amount and describes how to pay the fine or request a hearing to contest the citation. The administrative citation may be contested through an administrative hearing process. The fine must be deposited in advance of the administrative hearing, but a procedure to waive the deposit is allowed for hardship. If not set forth in this code, the amount of the administrative citation fine is set by resolution. Penalties and interest shall be added for late payment of administrative fines.

The administrative citation process is set forth beginning at PGMC [1.19.040](#). [Ord. 07-022 § 3, 2007].

1.19.030 Administrative compliance order process overview.

Administrative compliance orders generally address municipal code and ordinance violations that the city, in its sole discretion, deems not suitable for the administrative citation process contemplated by PGMC [1.19.020](#). For example, and not by exclusion, administrative compliance orders may be used for serious, continuing or recurring violations of PGMC Title [18](#), Buildings and Construction, PGMC Title [23](#), Zoning, or similar matters.

An administrative compliance order is issued to a responsible party by a city enforcement officer. The compliance order sets forth a description of the observed violation(s), a description of what the responsible party is required to do to bring the property into compliance, and the date by which compliance must be achieved. The compliance order provides notice as to administrative penalties that shall accrue if compliance with the order is not achieved by the date listed on the order. The administrative compliance order may be contested through an administrative hearing process. The decision may contain an order to correct any violations determined to exist, together with an order to pay administrative penalties and costs.

The administrative compliance order process is set forth beginning at PGMC [1.19.150](#). [Ord. 07-022 § 4, 2007].

1.19.040 Administrative citations.

(a) The administrative citation process provided for in this chapter shall be in addition to any other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this code or an ordinance of the city of Pacific Grove.

(b) The administrative citation process set forth in this chapter shall not apply to continuing violations this code, or to an ordinance of the city that pertains to building, plumbing, electrical, or other similar structural or zoning issues. [Ord. 07-022 § 5, 2007].

1.19.050 Definitions.

For purposes of this chapter, the term "enforcement officer" shall mean and refer to any employee or agent of the city holding authority to enforce violations of this code or an

ordinance. This shall include the city manager, and any person designated as an enforcement officer by the city manager. [Ord. 07-022 § 6, 2007].

1.19.060 Service of citations, orders and notices.

All citations, orders and notices shall be served in accordance with the provisions of Chapter [1.12](#) PGMC. [Ord. 07-022 § 7, 2007].

1.19.070 Citation issuance.

(a) Whenever an enforcement officer determines that a violation of a provision has occurred, the enforcement officer shall be authorized to issue an administrative citation to any person responsible for the violation.

(b) Each administrative citation shall contain the following information:

- (1) The date of the violation;
- (2) The address or a definite description of the location where the violation occurred;
- (3) Reference to the provision of this code or ordinance that was violated and a description of the circumstances pertaining to the violation;
- (4) The amount of the fine related to the violation determined in accord with this chapter;
- (5) A description of the fine payment process, including a statement of the time within which and the place to which the fine shall be paid;
- (6) An order prohibiting continuation or repeated occurrence of the violation described in the administrative citation;
- (7) A description of the administrative citation review process, including the time within which the citation may be contested and the place from which a request for hearing form to contest the citation may be obtained; and
- (8) The name and signature of the citing enforcement officer. [Ord. 07-022 § 8, 2007].

1.19.080 Citation fines.

(a) The fines for each municipal code or ordinance violation imposed pursuant to this chapter shall be set forth in the schedule of fines established by resolution of the city council. In the absence of a designated fine, the default fine for each violation shall be \$50.00 per day.

(b) The schedule of fines shall specify an additional fine due for late payment of any fine if not paid in full on or before the date the payment of the fine is due.

(c) The fine stated upon any duly issued administrative citation shall be paid to the city within 30 days from the date of service of the administrative citation.

(d) Any administrative citation fine paid pursuant to this section shall be refunded in accordance with PGMC [1.19.130](#) if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

(e) Payment of a fine under this chapter shall not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the administrative citation.

(f) Any person who fails to pay to the city any fine imposed pursuant to the provisions of this chapter on or before the date that fine is due also shall be liable for the payment of any applicable late payment charges set forth in the schedule of fines. The city may collect any past due administrative citation fine or late payment charge by use of all available legal means.

(g) Any failure to pay the city any fine imposed pursuant to the provisions of this chapter on or before the date that fine is due shall be deemed a violation of this section enforceable pursuant to the provisions of Chapter [1.16](#) PGMC. The city attorney shall be directed to collect fines that are due and payable under this section. [Ord. 07-022 § 9, 2007].

1.19.090 Hearing request.

(a) Any recipient of an administrative citation may contest that there was a violation of this code or an ordinance of the city, or that he or she is the responsible party, by completing a request for hearing form and returning it to the city within 30 days from the date set forth on the administrative citation, together with an advance deposit of the fine or notice that a request for an advance deposit hardship waiver has been filed pursuant to PGMC [1.19.100](#). A request for hearing form may be obtained from the office of the city manager.

(b) The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing.

(c) If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served on the person requesting the hearing at least five days prior to the date of the hearing. [Ord. 07-022 § 10, 2007].

1.19.100 Advance deposit hardship waiver.

(a) Any person who intends to request a hearing to contest whether a municipal code or ordinance violation occurred, or that he or she is the responsible party and who is financially unable to make the advance deposit of the fine as required in PGMC [1.19.080](#), may file a request for an advance deposit hardship waiver.

(b) The request shall be filed with the city manager on an advance deposit hardship waiver application form, available from the office of the city manager, within 10 days of the date of the administrative citation.

(c) The requirement to deposit the full amount of the fine as described in PGMC [1.19.080](#) shall be stayed unless or until the city manager makes a determination not to issue the advance deposit hardship waiver.

(d) The city manager may waive the requirement of an advance deposit set forth in PGMC [1.19.080](#) and issue the advance deposit hardship waiver only if the cited party submits to the city manager a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the city manager the person's actual financial inability to deposit with the city the full amount of the fine in advance of the hearing.

(e) If the city manager determines not to issue an advance deposit hardship waiver, the person shall remit the deposit to the city within 10 days of the date of that decision or 30 days from the date of the administrative citation, whichever is later.

(f) The city manager shall issue a written determination listing the reasons for his or her determination to issue or not issue the advance deposit hardship waiver. The written determination of the city manager shall be final.

(g) The written determination of the city manager shall be served upon the person who filed the request for an advance deposit hardship waiver. This determination shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure, and the time limit set by PGMC [1.20.010](#) shall apply. [Ord. 07-022 § 11, 2007].

1.19.110 Hearing officer selection.

The presiding officer of the hearing officer panel shall, by random lot, designate one of the seven members of the hearing officer panel to be the hearing officer for each administrative citation hearing. Should that hearing officer be disqualified for cause, or should that hearing officer otherwise be unable to conduct the hearing, the presiding officer shall, by random lot, designate a successor hearing officer from available members of the hearing officer panel. [Ord. 07-022 § 12, 2007].

1.19.120 Hearing procedure.

(a) No hearing to contest an administrative citation before a hearing officer shall be held unless the fine has been deposited in advance, in accordance with PGMC [1.19.080](#), or an advance deposit hardship waiver has been issued in accordance with PGMC [1.19.100](#).

(b) A hearing before the hearing officer shall be set for a date that is not less than 15 days and not more than 60 days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The hearing officer shall have sole discretion to grant any request for continuance of the hearing.

(c) At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation. The city shall submit its report on the alleged violation, setting forth a detailed recommendation as to relevant findings and conclusions that flow from the facts presented and a recommended decision based upon those findings and conclusions. This report shall meet the standards for administrative findings set forth in *Topanga Assn. for a Scenic Community v. County of Los Angeles*, 11 Cal.3d 506 (1974).

(d) The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.

(e) The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

(f) The hearing officer may question witnesses and/or request additional information from the enforcement officer or the recipient of the administrative citation prior to closing the hearing. [Ord. 07-022 § 13, 2007].

1.19.130 Hearing officer's decision.

(a) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the administrative citation and shall list the reasons for that decision. The decision of the hearing officer shall be final.

(b) If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the fine has not been deposited, the hearing officer shall set forth in the decision a payment schedule for the fine.

(c) If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited

fine, together with interest. If the fine has not been deposited, the hearing officer shall cancel the obligation to tender the fine.

(d) The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision. A copy of the decision shall be forwarded to all members of the hearing officer panel. [Ord. 07-022 § 14, 2007].

1.19.140 Judicial review.

Any person aggrieved by an administrative decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Superior Court in Monterey County in accordance with the timelines and provisions set forth in California Government Code Section 53069.4. [Ord. 07-022 § 15, 2007].

1.19.150 Administrative compliance orders.

(a) The administrative compliance order process provided for in this chapter shall be in addition to any other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this code or an ordinance of the city.

(b) Use of the administrative compliance order process shall be at the sole discretion of the city. [Ord. 07-022 § 16, 2007].

1.19.160 Compliance orders.

(a) Whenever an enforcement officer, as defined by PGMC [1.19.050](#), determines that a violation of any provision of this code or city ordinance has occurred, is occurring or exists, the enforcement officer may issue a written compliance order to any person responsible for the violation.

(b) A compliance order issued pursuant to this chapter shall contain the following information:

- (1) The date of the violation;
- (2) The address or description of the location where the violation occurred;
- (3) Reference to the provision of this code or ordinance that was violated and a description of the circumstances pertaining to the violation;
- (4) The actions required to correct the violation;
- (5) The time period after which administrative penalties will begin to accrue if compliance with the order has not been achieved;
- (6) The penalty related to the violation, if compliance is not achieved;
- (7) The name and signature of the citing enforcement officer; and
- (8) Either a copy of this chapter or an explanation of the consequences of noncompliance with this chapter and a description of the hearing procedure and appeal process. [Ord. 07-022 § 17, 2007].

1.19.170 Hearing officer selection – Notice of hearing.

(a) If the enforcement officer determines that each violation has been corrected within the time specified in the compliance order, no further action shall be taken.

(b) If full compliance as to each violation is not achieved within the time specified in the compliance order, the enforcement officer shall advise the presiding officer of the hearing

officer panel. The presiding officer of the hearing officer panel shall, by random lot, designate one member of that hearing officer panel to be the hearing officer for the compliance order hearing. Should that hearing officer be unable to conduct the hearing, or should that hearing officer be disqualified for cause, the presiding officer shall, by random lot, designate a successor from that hearing officer panel.

(c) The hearing officer shall ensure that the notice provisions of Chapter [1.12](#) PGMC have been followed. Notice of the hearing shall be given at least 10 days prior to the date of the hearing. The hearing officer shall have sole discretion to grant any request for continuance of the hearing. [Ord. 07-022 § 18, 2007].

1.19.180 Compliance hearing.

(a) At the place and time set forth in the notice of compliance hearing, the hearing officer shall conduct a hearing on the compliance order issued pursuant to PGMC [1.19.160](#), in accord with rules and procedures as may be promulgated by the hearing officer panel.

(b) The hearing officer shall consider written or oral evidence in accord with rules and procedures set by the hearing officer panel pursuant to PGMC [3.30.060](#). Evidence regarding the alleged violation or compliance actions may be presented by any party, including the alleged violator, the owner or occupant of any real property affected by the alleged violation, and/or the city. The failure of any party to appear at the hearing shall constitute a failure to exhaust his or her administrative remedies.

(c) The compliance order and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents. The report on the alleged violation shall set forth a detailed recommendation as to relevant findings and conclusions that flow from the facts presented and a recommended decision based upon those findings and conclusions. This report shall meet the standards for administrative findings set forth in *Topanga Assn. for a Scenic Community v. County of Los Angeles*, 11 Cal.3d 506 (1974).

(d) The hearing officer may question witnesses and/or request additional information from the enforcement officer or any party prior to closing the hearing.

(e) Within a reasonable time following the conclusion of the hearing, the hearing officer shall make findings and issue a determination, as to each alleged violation, regarding:

- (1) The existence of the violation;
- (2) The identity of each responsible party;
- (3) The failure of the responsible party to take required corrective action within the required time period.

Findings shall be supported by substantial evidence received at the hearing.

(f) If the hearing officer finds by a preponderance of the evidence that a violation has occurred and that the violation was not corrected within the time period specified in the compliance order, the hearing officer shall issue an administrative order in accord with PGMC [1.19.190](#).

(g) If the hearing officer finds that no violation has occurred or that the violation was corrected within the time period specified in the compliance order, the hearing officer shall issue a finding as to those facts. [Ord. 07-022 § 19, 2007].

1.19.190 Administrative order.

If the hearing officer determines that a violation occurred which was not corrected within the time period specified in the compliance order, he or she shall issue an administrative order that imposes any or all of the following:

- (a) An order to correct each violation, including a schedule for correction where appropriate;
- (b) Administrative penalties as provided in PGMC [1.19.200](#); and/or
- (c) Administrative costs as provided in PGMC [1.19.210](#). [Ord. 07-022 § 20, 2007].

1.19.200 Administrative penalties.

(a) The hearing officer shall be authorized to impose administrative penalties for the violation of any provision of this code or ordinance in an amount not to exceed a maximum of \$2,500 per day for each continuing violation, except that the total administrative penalty shall not exceed \$100,000 exclusive of administrative costs, interest and restitution for compliance reinspections, for any related series of violations.

(b) In determining the amount of the administrative penalty, the hearing officer may take any or all of the following factors into consideration:

- (1) The duration of the violation;
- (2) The frequency, recurrence and number of violations, related or unrelated, by the same violator;
- (3) The seriousness of the violation;
- (4) The effect the violation may have upon adjoining properties;
- (5) The good faith efforts of the violator to come into compliance;
- (6) The economic impact of the penalty on the violator; and/or
- (7) The impact of the violation on the community. [Ord. 07-022 § 21, 2007].

1.19.210 Administrative costs.

(a) The hearing officer shall assess reasonable and necessary administrative costs against the violator when it finds that a violation has occurred, or that compliance has not been achieved within the time specified in the compliance order.

(b) The hearing officer shall assess reasonable and necessary administrative costs against the city when he or she finds that a violation has not occurred.

(c) The administrative costs shall include reasonable and necessary costs incurred in connection with the matter before the hearing officer including, but not limited to, costs of investigation, costs incurred to prepare for the hearing and for the hearing itself, and costs for all reinspections necessary to enforce the compliance order.

(d) The hearing officer may waive the assessment of administrative costs against either party where unique circumstances are present, or in the interests of justice. [Ord. 07-022 § 22, 2007].

1.19.220 Failure to comply with administrative order.

(a) Any person who fails to comply with an administrative order issued in accord with this chapter, or to pay to the city any amount due pursuant to the provisions of this chapter, on or before the date that fine is due also shall be liable for the payment of any applicable late payment charges set forth in the schedule of fines. The city may collect any past due administrative citation fine or late payment charge by use of all available legal means, including recordation of a lien pursuant to PGMC [1.19.260](#) through [1.19.290](#).

(b) Any failure to comply with an administrative order issued in accord with this chapter, or to pay to the city any amount imposed pursuant to the provisions of this chapter on or before the date that fine is due, shall be deemed a violation of this section enforceable pursuant to the provisions of Chapter [1.16](#) PGMC.

(c) Any failure to pay the amount imposed pursuant to the provisions of this chapter shall also be enforced as:

(1) A personal obligation of the violator; and/or

(2) If the violation is in connection with real property, a lien upon the real property. The lien shall remain in effect until all of the administrative penalties, interest and administrative costs are paid in full. [Ord. 07-022 § 23, 2007].

1.19.230 Judicial review.

Any person aggrieved by an administrative order may obtain review of the administrative order in the superior court by filing with the court a petition for writ of mandate pursuant to PGMC [1.20.010](#). [Ord. 07-022 § 24, 2007].

1.19.240 Report of compliance after administrative order.

If the city manager determines that compliance has been achieved after a compliance order has been sustained by the hearing officer, the city manager shall file a report with the hearing officer panel indicating that compliance has been achieved. [Ord. 07-022 § 25, 2007].

1.19.250 Compliance dispute.

(a) If the city manager does not file a report pursuant to PGMC [1.19.240](#), any person who believes that compliance has been achieved may request a compliance hearing before the hearing officer by filing a request for a hearing with the presiding officer of the hearing panel, together with full payment of the compliance dispute hearing fee set by the council.

(b) A hearing on the compliance dispute shall be noticed in accordance with Chapter [1.12](#) PGMC.

(c) The hearing officer shall determine if compliance has been achieved and, if so, when it was achieved. [Ord. 07-022 § 26, 2007].

1.19.260 Lien procedure.

Whenever the amount of any administrative fine, penalty and/or administrative cost imposed by a hearing officer pursuant to this chapter in connection with real property has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred. [Ord. 07-022 § 27, 2007].

1.19.270 Lien hearing and protest.

(a) Any person whose real property is subject to a lien pursuant to PGMC [1.19.270](#) may file a written protest with the city clerk and/or may object to assessment of the lien orally at the city council meeting.

(b) Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds for each protest or objection.

(c) The city council, after the hearing, shall adopt a resolution confirming, discharging or modifying the amount of the lien. [Ord. 07-022 § 28, 2007].

1.19.280 Recording lien.

Thirty days following the adoption of a resolution by the city council imposing a lien, the city clerk shall file the same as a judgment lien in the office of the county recorder of Monterey County, California. The lien may carry such additional administrative charges as set forth by resolution of the city council. [Ord. 07-022 § 29, 2007].

1.19.290 Satisfaction of lien.

Once payment in full is received by the city for outstanding penalties and costs, the city manager shall either record a notice of satisfaction or provide the property owner or financial institution with a notice of satisfaction so they may record this notice with the office of the county recorder. Such notice of satisfaction shall cancel the city's lien. [Ord. 07-022 § 30, 2007].

The Pacific Grove Municipal Code is current through Ordinance 12-020, passed November 7, 2012.

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APPENDIX 7G

Contract with MRWPCA for Grease Source Control Program Services

**AMENDMENT 1 TO MEMORANDUM OF AGREEMENT FOR
GREASE SOURCE CONTROL PROGRAM SERVICES**

This Amendment No. 1 ("Amendment") to the Agreement for the Grease Source Control program ("Agreement"), dated June 23, 2008, is entered into by and between the City of Pacific Grove, a California public agency ("CITY"), and the Monterey Regional Water Pollution Control Agency, a California public agency ("MRWPCA").

NOW, THEREFORE, in consideration of the foregoing, and the covenants and representations and warranties set forth in this Amendment, CITY and MRWPCA (collectively the "Parties") agree as follows:

1. The agreement between the Parties is hereby amended to extend until June 30, 2014.
2. This Amendment shall take effect immediately following execution by both Parties.

IN WITNESS OF THE FOREGOING, this Amendment has been executed by the officers of each of the Parties.

CITY OF PACIFIC GROVE

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

By: Thomas Frutchey
Thomas Frutchey, City Manager

By: Keith Israel
Keith Israel, General Manager

Date: 10/13/10

Date: October 5, 2010

Approved as to form:

By: [Signature]
Title: City Attorney

Date: 10/13/2010



CITY OF PACIFIC GROVE
300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: James L. Becklenberg, Deputy City Manager

MEETING DATE: August 18, 2010

SUBJECT: Resolution to Extend an Existing Agreement with the Monterey Water Pollution Control Agency (MRWPCA) for Grease Source Control Program Services

CEQA: Does not Constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute contract amendments with the MRWPCA related to the grease source control program

DISCUSSION

On June 18, 2008, the City Council authorized the City Manager to enter into agreement with the MRWPCA for grease source control program services, which include annual grease trap or interceptor inspections of all commercial properties and public education. The inspections are integral components of the City's sewer and storm water management systems.

The original agreement was for an amount not to exceed \$58,371 with a term extending through June 30, 2010. At this time, costs for the program have totaled \$18,584, with \$39,787 remaining on the original contract amount. Staff and the MRWPCA both believe that the program has been cost-effective and that the City should extend the term of the agreement to June 30, 2014, without modifying the scope of service or payment provisions of the original agreement.

Staff is available to answer any questions the Council may have.

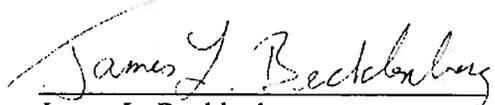
FISCAL IMPACT

None

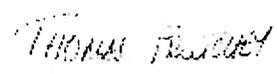
ATTACHMENTS

1. Resolution
2. Original agreement

RESPECTFULLY SUBMITTED:



 James L. Becklenberg
 Deputy City Manager



 Thomas Frutchey
 City Manager

Action: Adopt Resolution 10-059 and Authorize City Manager to Execute Contract amendments related to Wastewater Capital Improvements Phase IV Projects with Dodson Psomas for design services related to the reconstruction of pump station #12

3. Adopt a Resolution Authorizing the City Manager to Execute Contract Amendments with the MRWPCA Related to the Grease Source Control Program

Action: Adopt Resolution 10-060 and Authorize City Manager to Execute Contract Amendments with the MRWPCA related to the grease source control program

C. REPORTS

1. Approve the Mayor's Appointment of Ms. Katie Siegler to the City of Pacific Grove Museum Advisory Board and Mr. Ron Schenk to the Golf Links Advisory Commission

Action: Item pulled from Consent Agenda and moved to Item No. 7 for individual vote for approval of appointments.

2. Receive Quarterly Treasurer's Report Updating the Council and Public on the Status of the City's Finances

Action: Receive Quarterly Treasurer's Report updating the Council and Public on the status of the City's finances

3. Consider Reclassification of the Lovers Point Food and Art Festival Held on August 8, 2010, from the "Minimum Involvement" to the "Traditional" Category, thereby Authorizing an Increase in City Support

Action: Approve the reclassification of the Lovers Point Food and Art Festival from the "Minimum Involvement" to the "Traditional" Category, thereby authorizing an increase in City support for this year only.

4. Consider Holman Building Market Feasibility Report and Terminate Agreement

Action: Receive Holman Building market feasibility report and terminate agreement

5. Consider Directing the Traffic Safety Commission to Notice and Schedule One or More Special Public Meetings to Receive Input on the Preferred Traffic Control Approach for the Pine-Forest Intersection

Action: Direct the Traffic Safety Commission to notice and schedule one or more special public meetings to receive input on the preferred traffic control approach for the Pine-Forest Intersection

D. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

1. Architectural Review Board Regular Meeting Minutes: 7-13-10

**AGREEMENT FOR ASSISTANCE IN
A GREASE SOURCE CONTROL PROGRAM**

COPY

THIS AGREEMENT is made and entered into on June 23, 2008, by and between the CITY OF PACIFIC GROVE, a California Municipal Corporation, hereinafter called "City", and the MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY, a California Joint Powers Agency, hereinafter referred to as "MRWPCA", City and MRWPCA are sometimes herein referred to individually as "Party" and collectively as "Parties", as follows:

Recitals

1. City has a requirement for assistance in implementing a grease source control program.
2. MRWPCA has the requisite skill, training and experience to properly perform the services specified herein.
3. City desires to retain MRWPCA to provide the services as herein set forth.

Terms and Conditions

In consideration of the mutual provisions contained herein, MRWPCA and City agree to the following terms and conditions:

1. **Scope of Services.** MRWPCA shall provide services as described in the Scope of Services, attached as Exhibit "A" hereto.

2. **Commencement of Services.** MRWPCA will commence work on the services to be provided hereunder immediately upon (or prior to) execution of this Agreement by both parties hereto. It is understood that MRWPCA is undertaking similar programs with other municipalities under this same program and that programs will be implemented on a "first come first served" basis based on completion of a Memorandum of Agreement.

3. **Term.** This Agreement will take effect upon it being executed by the parties, but its effective date shall be retroactive to the date MRWPCA first performed services as described in the Scope of Services. This Agreement shall remain in effect until June 30, 2010, unless extended in writing by mutual agreement of the parties hereto; provided, however, that this Agreement may be terminated at any time by either party upon giving 30 days' prior written notice to the other party.

4. **Compensation.** For the services to be performed under this Agreement, City shall compensate MRWPCA at the hourly rates as described in the Scope of Services in a not-to-exceed amount of \$58,371. Compensation shall be paid quarterly by the City upon receipt of a written statement of charges from MRWPCA.

5. **Transportation.** MRWPCA shall, at its cost and expense, provide all transportation required for the performance of the services under this Agreement.

6. **Hold Harmless.** City agrees to indemnify, defend and hold MRWPCA, its agents, officers, harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit, lien or other legal proceeding resulting from City's negligent performance or willful misconduct in the performance of this Agreement. Provided, however, that MRWPCA

shall not be reimbursed for worker's compensation costs attributed to injuries or death arising out of City's performances hereunder. Attachment 2

MRWPCA agrees to indemnify, defend and hold City, its agents, officers, harmless from and against any and all costs, expenses, or liability incurred as a result of any claim, suit, lien or other legal proceeding resulting from MRWPCA's negligent performance or willful misconduct in the performance of this Agreement. Provided, however, that City shall not be reimbursed for worker's compensation costs attributed to injuries or death arising out of MRWPCA's performances hereunder.

With respect to costs, expenses or liability by or with respect to third parties which arise from the joint or concurrent negligence of City and MRWPCA, each party shall assume full responsibility in proportion to the degree of its respective fault.

7. Skill of Employees. MRWPCA shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Workers' Compensation Insurance. MRWPCA shall, at its cost and expense, at all times during the performance of services under this Agreement, maintain in force and effect workers' compensation insurance on any and all of its employees working pursuant to this Agreement in an amount not less than the statutory required minimum.

9. Independent Contractor. The parties agree that MRWPCA shall be an independent contractor with regard to the providing of services under this Agreement, and that MRWPCA's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees.

10. Compliance With Laws. MRWPCA, its employees, agents and sub-contractors shall comply with all applicable state, federal and local safety regulations while performing services pursuant to this Agreement.

11. Dispute Resolution.

a) Dispute resolution procedure. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first seek to resolve the dispute in accordance with this Agreement. If a dispute concerns any amounts to be paid to MRWPCA by City, then City shall pay the amount demanded on time, under protest, notwithstanding that City has commenced or proposes to commence the dispute resolution procedures specified herein. The pendency of a dispute shall not excuse MRWPCA from full and timely performance in accordance with the terms of this agreement.

b) Duty to meet and confer. If any dispute under this Agreement arises the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. Each party shall make all reasonable efforts to provide to the other party all the information that the party has in its possession that is relevant to the dispute, so that both parties will have ample information with which to reach a decision.

12. Entire Agreement. This Agreement contains the entire agreement of the parties with

respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

13. Interpretation. This Agreement has been negotiated by and between the representatives of both parties. Accordingly, any rule of law (including Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

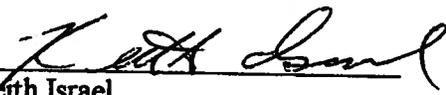
14. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

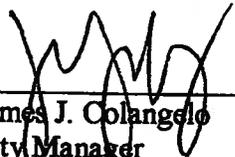
15. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, MRWPCA and City each by its duly authorized representatives, have executed this Agreement on the date first hereinabove set forth at Monterey, California.

MONTEREY REGIONAL WATER
POLLUTION CONTROL AGENCY

CITY OF PACIFIC GROVE

By: 
Kerth Israel
General Manager

By: 
James J. Colangelo
City Manager

Date: 10/27/08

Date: 10.21.08

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF PACIFIC GROVE GREASE SOURCE CONTROL PROGRAM

INSPECTION SERVICES

Program Setup

- › Assist with design, planning & set up of grease program.
 - › Joint meeting with Public Works Representatives
 - › Review and finalize method of prioritization
 - › Set goals & milestone dates
 - › Determine Level of Required pretreatment
 - › Ordinance review and finalization
 - › Formation of Grease Task Force- Advisory & assistance role
 - › Update Business Location List with assistance of City in collecting business license information
 - › Prepare/Send out Public Notification Letters re: upcoming inspections, MRWPCA Role, etc.
 - › Miscellaneous program management and administration

Initial Inspections

- › Inspect all food-service facilities.
- › Identify for the City what pretreatment equipment (if any) is installed.
- › Determine if current pretreatment equipment is up to code and/or City standards.
- › Size facility for correct pretreatment equipment (if necessary).
- › If grease equipment upgrade is necessary, recommend a requirement for the facility to have a plumber conduct a line location to determine if interceptor installation is feasible.
- › Fill out restaurant inspection forms and distribute hand-out materials and maintenance logs.
- › Draft pretreatment sizing compliance letter with specific requirements for fixture connections for the City after line location results are received.
- › Draft Grease Interceptor Waiver Forms for the City . as applicable.

Compliance Re-Inspections

- › Re-inspect facility (if necessary) to discuss installation methods, suppliers, etc. These inspections will be at the request of the facility or contracted plumber.
- › Work with plumbers, architects, mechanical engineers and City Building Department on installation issues. Review plumbing plans.
- › Conduct a final inspection to ensure proper installation of interceptor/trap and that the required size was installed with all required fixtures connected.
- › Draft letters for the City which identify additional requirements or corrective actions as required.

Annual Re-Inspection cycle

- › Re-Inspect all food preparation businesses for proper grease trap/interceptor cleaning and maintenance.
- › Check maintenance log sheets.
Answer grease program questions

City Compliance Issues

- › Notify City of any compliance issues that are developing or occurring.
- › If requested, provide input to City Personnel on appropriate compliance action to take.
- › Draft any violation letters for the City that become necessary.
- › Attend any non-compliance/show-cause meetings between business owners and the City, in an information capacity at the City's request.
- › Update the Regional Grease database with all data regarding current status or changes and supply the City with a (electronic and hard) copy of this document.
- › Ensure that the City has a complete file on each facility.
Supply any necessary documentation to the City.

Exhibit B
CITY OF PACIFIC GROVE
Grease Source Control Program
Time & Cost Estimate – Three (3) Year Contract

MRWPCA "contractor"	Hourly rate	Hours per year	2007/08	2008/09 +3.0%	2009/10 +3.0%	TOTAL
<u>Item 1 - Program Setup</u> Completed						
<u>Item 2 - Initial Inspections</u> Completed						
<u>Item 3 - Compliance Re- Inspections</u> Completed						
<u>Item 4 - Annual Re-inspection Cycle</u> Source Control Supervisor	\$ 76.00	4	304.00	313.12	322.51	\$ 939.63
Source Control Inspectors	\$ 52.00	8	416.00	428.48	441.33	\$ 1,285.81
<u>Item 5 - City Compliance Issues</u> Source Control Supervisor	\$ 76.00	8	608.00	626.24	645.03	\$ 1,879.27
Source Control Inspectors	\$ 52.00	300	15,600.00	16,068.00	16,550.04	\$ 48,218.04
Quarterly billings	\$ 60.00	4	240.00	247.20	254.62	\$ 741.82
Subtotal			\$ 17,168.00	\$ 17,683.04	\$ 18,213.53	\$ 53,064.57
Overhead @ 10%			1,716.80	1,768.30	1,821.36	5,306.46
TOTAL			\$ 18,884.80	\$ 19,451.34	\$ 20,034.88	\$ 58,371.03

Notes: Re-Inspections are based on 2 hrs. per business
% below each year is the hourly rate increase based on MRWPCA employee MOU

APPENDIX 7H

Contract with the City of Monterey for Building Official Services

**AGREEMENT BETWEEN THE CITY OF PACIFIC GROVE AND THE
CITY OF MONTEREY REGARDING BUILDING SERVICES**

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and City of Monterey (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Complete Building Department Operations.

1.01. **FINAL DECISION AUTHORITY.** CONTRACTOR's Chief Building Official shall have final decision authority over the results of the plan checks or building inspections by Pacific Grove and all work performed by CONTRACTOR shall be to the satisfaction of the Pacific Grove City Manager. In instances where the permit applicant takes exception to the Chief Building Official's interpretation of the regulations, the Pacific Grove City Manager shall render a final decision utilizing, as the City Manager deems appropriate, the resources of the Pacific Grove City Attorney and/or a Pacific Grove City-designated Board of Appeals.

1.02. **DUTIES OF PACIFIC GROVE.** See **Exhibit A**

1.03. **EXTRA WORK.** CONTRACTOR shall not perform extra work without written authorization from the Pacific Grove City Manager or designee.

2. **PAYMENTS BY CITY.** City shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. Fees are generally based on percentage of fees collected by City of Pacific Grove.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 1, 2009 through June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. Should the City wish to terminate on June 30, 2013, the City shall notify CONTRACTOR by August 31, 2012. The agreement may be extended by consecutive five-year periods, upon mutual approval of both parties' city managers, via written amendment specifying the renewal and end date. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City's Purchasing Agent for payment. The City's Purchasing Agent shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. City and CONTRACTOR acknowledge that there will be partially completed projects at both the beginning and the end of term of this Agreement or any extensions thereof. There will therefore be cases when applicant fees have been paid to the City prior to the beginning of the term of this Agreement but the project is completed during the term of this Agreement, resulting in CONTRACTOR providing services on a project during the term of this Agreement but not receiving a percentage of the fees paid to the City for that project. There will also be cases when applicant fees are paid to the City during the term of this Agreement or any extensions thereof, but the project is not completed during the term of the Agreement or any extensions thereof, resulting in CONTRACTOR receiving a percentage of the fees for that project but not completing the services on that project. City and CONTRACTOR agree that the payments to CONTRACTOR as provided in Exhibit A shall be deemed fair compensation for the work provided by CONTRACTOR during the term of this Agreement, regardless of the partially completed projects at the beginning and the end of the term of this Agreement or any extensions thereof.

6.03. CONTRACTOR shall receive payment for work performed pursuant to the payment provisions set forth in Exhibit A, regardless of whether the City elects to charge fees. For projects subject to waivers of fees, CITY shall calculate the amount of fees otherwise due, and pay CONTRACTOR accordingly.

6.04. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least one hundred eighty (180) days prior to the effective date of termination. Such notice shall set forth the effective date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

CONTRACTOR may cancel and terminate this Agreement for good cause effective immediately upon written notice to City. "Good cause" includes failure of the City to pay CONTRACTOR at the time and in the manner provided under this Agreement. Termination of this Agreement pursuant to this section shall not be construed to limit CONTRACTOR's right to obtain, by any means available at law, the amount City still owes CONTRACTOR.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, and subcontractors.

9. **IMMUNITY.** As it is mandated by Section 202.9 of the 1997 Uniform Administrative Code, the Monterey Building Official as directed through employees or deputies to perform certain tasks as described in said Code and when acting in accordance with said Section is afforded certain protection from liability. As Pacific Grove's authorized representative, "CONTRACTOR" shall be recognized as having rights to such provisions of the law. "CONTRACTOR'S" liability, including, without limitation, that referenced in Section 8 herein, shall be limited to an amount not to exceed the fee earned for each project.

10. INSURANCE.

10.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed

Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, non-owned, and hired vehicles, used in providing services under this Agreement, combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of the Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

10.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement to the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed work, and shall further provide that such insurance is primary insurance to any insurance maintained by the City and that the insurance of the Additional Insureds shall not contribute to a loss covered by the CONTRACTOR'S insurance.

Contractor shall provide a copy of the policy to the City in the form of the Additional Insured endorsement form for Commercial General Liability Additional Insured is ISO CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or its equivalent.

The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or its equivalent.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	FOR CONTRACTOR:
Charlene Wiseman Interim City Manager City of Pacific Grove	Fred Meurer City Manager City of Monterey
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	580 Pacific Street Monterey, CA 93940
Address	Address
831-648-3106	831-646-3760
Phone	Phone

14. **MISCELLANEOUS PROVISIONS.**

14.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

14.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

14.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

14.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

14.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

14.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

14.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

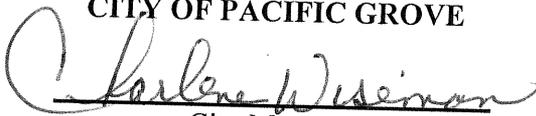
14.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

14.16. Integration. This Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

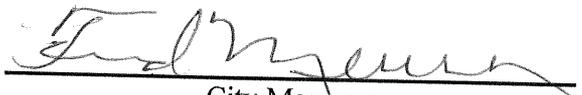
14.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

14.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

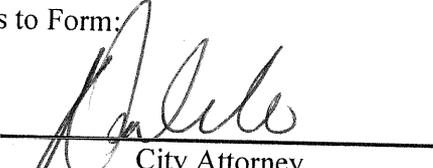
IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE
By: 
City Manager

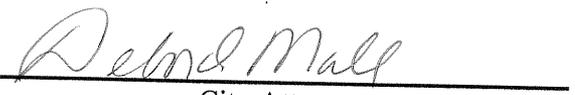
Date:

CITY OF MONTEREY

City Manager

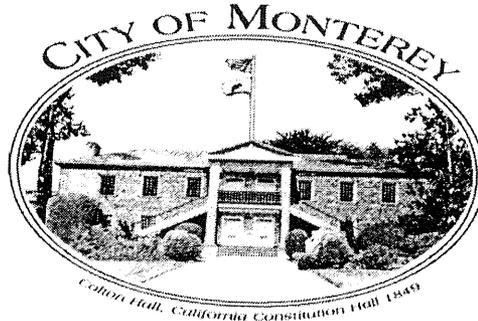
8/25/09

Approved as to Form:
By: 
City Attorney

Date: 8/26/09


City Attorney

Date: 8/24/09



Pacific Grove Building Department Services

City of Monterey to Provide the Following:

Building Official:

- ◆ An ICC certified Building Official will be available during all hours of operation, except for normal absences. There will be office hours in Pacific Grove for the Building Official. All operations of the Building Department will be at the direction of the Building Official.
- ◆ Staff meetings with the Pacific Grove staff to coordinate all inter-department interactions as needed.

Building Counter Services:

- ◆ Weekday counter hours will be 4 hours in Pacific Grove and 4½ hours in Monterey. These hours are to be agreed upon by both parties. There will be ICC certified Building Inspectors/Counter Technicians available at both locations that are trained to issue building permits. Staff in Monterey will be available by phone to answer questions during all hours of operation.
- ◆ Plan check applications received at both locations during hours specified.
- ◆ Plans routed to all appropriate departments.
- ◆ Money collected for building related activity.
- ◆ Permits issued at both locations during hours specified.

Plan Review Services:

- ◆ Plan review services under the direction of ICC certified plan reviewers. This also includes coordination with all applicable Monterey County outside agencies (water, health, air pollution, sewer, source, etc.).
- ◆ Provide plan review for conformance to regulations contained in Pacific Grove's adopted codes.
- ◆ Provide applicant or designee with a list of plan check correction comments to achieve conformance with Pacific Grove's adopted codes.
- ◆ Expedited plan review will be available with prior approval (additional fees will be charged to the applicant).

- ◆ Provide all necessary liaisons with applicant or designee with regard to plan check comments.
- ◆ Perform review of revisions to plans that have been previously approved for permit issuance.
- ◆ Plan check turnaround times as follows, unless different turnaround times are agreed to by both City Managers:
 - ◆ 20 working days – new commercial building
 - ◆ 15 working days – new SFD, major remodel
 - ◆ 10 working days – minor projects
 - ◆ 5 working days – revisions or plan changes
 - ◆ Rechecks are half the original plan check time
- ◆ Keep running balance of MPWMD accounts on Water Waiting List “H” and provide monthly updates to City’s Community Development Department.

Inspection Services:

- ◆ Building inspection services with 24-hour lead time (inspection requests received before 2:00pm will be scheduled for the next business day. Requests received after 2:00 pm will be scheduled the following business day). All inspectors will be ICC certified.
- ◆ Provide inspection of buildings to ensure compliance with the approved plans and all applicable codes.
- ◆ All inspection requests will be made to a dedicated phone line located in Monterey. All inspection scheduling will be made each morning and dispersed to the Building Inspectors and required staff.
- ◆ Emergency response 24/7. All responders will be ICC certified inspectors. A list of inspectors within 20-minutes response time will be provided to dispatch for after hours response.
- ◆ After hours, weekends and holiday emergency inspections available with 72-hour minimum notice and prior approval (additional fees will be required).
- ◆ Conduct exterior inspections for Residential Zoning Records Reports.
- ◆ Respond and report as required to Building Code violations.

Staff Functions to Include:

- ◆ Building Official
- ◆ Plans Examiners
- ◆ Building Inspectors
- ◆ Technical counter assistance
- ◆ Administrative assistance for Building Department related functions in Monterey

Equipment:

- ◆ Office computers with permitting software in Monterey.
- ◆ Administrative and clerical supplies related to Building Department activity.
- ◆ Permitting software to be installed on workstations provided by Pacific Grove.

Miscellaneous Services:

- ◆ Staff available to process address changes and clerical support related to Building Department activity.
- ◆ Staff available to attend Pacific Grove City Council and site review meetings as needed.
- ◆ Monterey to set up and provide fax permits for all approved over-the-counter type permits from 7:30-5:00 weekdays in Monterey office (within six (6) months).
- ◆ Prepare and submit monthly building activity reports to appropriate agencies.

City of Pacific Grove to Provide the Following:

- ◆ An amount equal to 75% of the plan review fees collected. All fees to be established by the City of Pacific Grove. There will be a minimum plan review fee of \$84.00. Revision fees will be based on \$84.00 per hour. (All fees exclude the long range planning fee).
- ◆ An amount equal to 75% of the building permit fees collected (fees are minus long range planning fees). All fees to be established by the City of Pacific Grove. Any after hour inspection requests will be charged at \$122 per hour with a two hour minimum (72 hour minimum lead time).
- ◆ An amount of \$55.00 will be paid for the exterior building inspection required as part of Pacific Grove's Residential Zoning Records Reports. If a second inspection is required, additional inspection fees may be charged.
- ◆ Office space will be provided, and a computer work station with printer access that has an internet connection or access to Comcast Cable to any Monterey Building Services employee conducting business during the Pacific Grove office hours.
- ◆ A computer work station in the Pacific Grove Building Services counter area to process permits. This station will be required to have either an internet connection or access to Comcast Cable, and printer availability.
- ◆ All licensing and maintenance fees required for the permitting software.
- ◆ Provide a "clean" address data base to be installed by Monterey into the permit system.

Note: All hourly rates and flat dollar amounts are subject to periodic review and adjustment, upon the written mutual agreement of both cities' City Managers.