# MEMORANDUM OF UNDERSTANDING TO PERMIT THE DISCHARGE OF SEPTAGE GENERATED OUTSIDE OF SACRAMENTO COUNTY TO THE SACRAMENTO REGIONAL TREATMENT PLANT

MOU NO.: ELDOR-95/96

Permittee: COUNTY OF EL DORADO ENVIRONMENTAL MANAGEMENT DEPARTMENT

MOU Execution Date: November 1, 1994

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, hereinafter called "DISTRICT" and the COUNTY OF El DORADO hereinafter called "COUNTY". This MOU specifies the conditions under which septage generated in El Dorado County can be disposed of to the DISTRICT.

## RECITALS

WHEREAS, the DISTRICT operates a wastewater treatment plant (Regional Plant) which incorporates a program of acceptance of hauled liquid-waste to designated disposal locations in the DISTRICT service area; and

WHEREAS, the COUNTY has requested, since 1987, interim allowance to dispose of septage generated in El Dorado County to the Regional Plant due to an inability to accommodate this waste at sites within El Dorado County; and

WHEREAS, the DISTRICT has allowed the disposal of septage from El Dorado County to the Regional Plant as an aid to the COUNTY under a "good neighbor" policy and has done so primarily through verbal agreements with the COUNTY; and

WHEREAS, the DISTRICT, in general, discourages disposal of waste generated outside the DISTRICT service area due to problems in administering and enforcing DISTRICT programs outside its immediate jurisdiction; and

WHEREAS, the DISTRICT Board of Directors has mandated that continued acceptance of hauled liquid-waste generated outside of the DISTRICT service area must be regulated by means of a signed MOU; and

WHEREAS, the COUNTY has recently requested continued septage disposal allowance to the Regional Plant until the spring of 1996 at which time as the COUNTY will have constructed adequate septage disposal facilities within that county;

NOW, THEREFORE, in consideration of the aforementioned items, it is mutually agreed as follows:

## AGREEMENT

1. The COUNTY shall initiate acceptance of septage locally at the earliest practical date following construction of septage receiving facilities (Facilities). The DISTRICT will not accept septage from the COUNTY after April 1, 1996, with the provision that additional fees may be imposed after August 1, 1994.

2. The COUNTY shall submit to the DISTRICT quarterly progress reports which detail the following items:

   - Work accomplished during the preceding quarter toward construction/operation of the COUNTY Facilities,

   - Work anticipated for the following quarter toward construction/operation of the Facilities,

   - Significant changes effecting the schedule for construction/operation of the Facilities.

   The first quarterly report shall be submitted by December 1993 followed by additional update reports each succeeding quarter.

3. The COUNTY shall submit to the DISTRICT, a listing of all liquid-waste haulers with a business address in El Dorado County and/or registered with the COUNTY to haul liquid-waste. This list shall be updated by January 30 of each year.

4. The COUNTY shall dedicate a reasonable amount of staff time to the investigation of questionable customer names, locations, or type of waste reported to the District by the waste hauler. This may entail COUNTY staff inspecting, sampling, and reporting on the conditions or circumstances of such sites in El Dorado County to the DISTRICT staff upon request.

5. The COUNTY shall support the DISTRICT in enforcement activities deemed necessary by the DISTRICT for violations of a hauler waste discharge permit including termination of the hauler's COUNTY registration.

6. The COUNTY shall require all haulers registered with the COUNTY which utilize the facilities of the DISTRICT to post security for payment of hauler fees in an amount and in a form approved by the DISTRICT. In the event the DISTRICT notifies the COUNTY that a hauler has failed to pay its hauling fees, the County shall, after

notice to the hauler, disburse the security to the DISTRICT to the extent of the unpaid fees.

7. The COUNTY shall, at the request of the DISTRICT, withhold issuance of a COUNTY registration for haulers proposing disposal to the DISTRICT until such time as the hauler abides by all DISTRICT permitting and Sacramento County Environmental Health registration requirements.

8. This agreement may be amended in writing upon mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first above written.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

By: _____
District Engineer,

"DISTRICT"

COUNTY OF EL DORADO

By: _____
Chairman, Board of Supervisors
11-1-94

ATTEST:

DIXIE L. FOOTE, Clerk of the Board of Supervisors

By Margaret E. Moody
Deputy Clerk
11-1-94

APPROVED AS TO FORM:

By _____
COUNTY COUNSEL (SANITATION DISTRICT)

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