Ref: 25-9164

AGENDA

ENGINEERING COMMITTEE MEETING LEUCADIA WASTEWATER DISTRICT

Tuesday, July 1, 2025 – 12:30 p.m. 1960 La Costa Avenue, Carlsbad, CA 92009

1. Call to Order

Teleconference with Vice President Brown at the following location: Moulton Nigel Water District 26161 Gordon Road Laguna Hills, CA 92653

- 2. Roll Call
- 3. Public Comment
- 4. A Proposal to Adopt an Ordinance Approving a Reimbursement Agreement Between the Leucadia Wastewater District and Scott and Kathleen Aldern
 Adopt Ordinance No. 149 approving a Reimbursement Agreement for sewer between the Leucadia Wastewater District and Scott and Kathleen Aldern (Developer). (Pages 2-10)
- 5. Dexter Wilson Engineering, Incorporated Contract Extension for District Engineer Services

Authorize the General Manager to execute a two-year extension to the Dexter Wilson Engineering, Incorporated Professional Services Agreement for engineering consulting services in an amount not to exceed \$240,000. (Pages 11-13)

- 6. 2025 Update of the District's Sewer System Management Plan (SSMP)
 Adopt the 2025 Update of the District's SSMP completed by Dexter Wilson Engineering,
 Incorporated. (Pages 14-17)
- 7. Information Items
 None.
- 8. Directors' Comments
- 9. General Manager's Comments
- 10. Adjournment

MEMORANDUM

DATE:

June 26, 2025

TO:

Engineering Committee

FROM:

Paul J. Bushee, General Manager

SUBJECT:

A Proposal to Adopt an Ordinance Approving a Reimbursement Agreement

Between Leucadia Wastewater District and Scott and Kathleen Aldern

Staff requests that the Engineering Committee (EC) recommend that the Leucadia Wastewater District (District) Board of Directors:

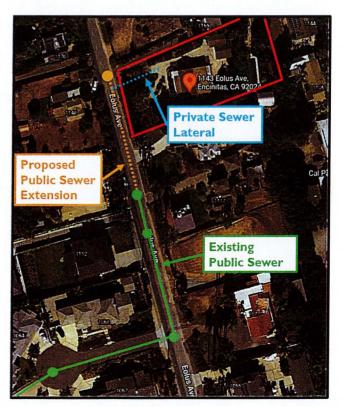
- 1. Adopt Ordinance No. 149 approving a Reimbursement Agreement for sewer between the District and Scott and Kathleen Aldern (Developer); and
- 2. Discuss and take other action, as appropriate.

DISCUSSION:

Ordinance No. 149 establishes a Reimbursement Agreement between the District and Developer. This Reimbursement Agreement was developed by the District Engineer in accordance with the Standard Specifications. It has been reviewed by District staff, including District Counsel, and now requires Board approval to take effect.

In August 2023, the Developer commenced a project to construct a public sewer line extension on Eolus Avenue to provide sewer service to a parcel owned by the developer (see picture). In November 2024, the public sewer line extension was completed and dedicated to the District. During project construction, the Developer requested that a Reimbursement Agreement be established for the project. A Reimbursement Agreement provides for cost reimbursement by adjacent properties to the Developer for the actual cost to design, permit, and construct new sewer facilities, less the portion attributable to providing sewer service to the Developer's property. The District Engineer has reviewed a summary of Developer costs and receipts and has determined they are reasonable.

The sewer facilities were designed and constructed, pursuant to District Policy, to accommodate sewer connections to separate properties adjacent to the new sewer



facilities. These benefited properties are not required to connect to the public sewer system. However, if they decide to connect in the future, the Reimbursement Agreement requires payment of a reimbursement fee equivalent to the property's fair share contribution towards the new sewer improvements. The proposed Ordinance approves the Reimbursement Agreement for a 10-year term with an option to extend the Agreement an additional 10-years. Reimbursement Agreements are an accommodation to the Developer and not a guarantee or promise of full or partial payment. The District administers the Agreement and will charge an administrative fee of five percent (5%) of the reimbursement fee if a property owner connects to the public sewer extension.

Staff recommends that the Board adopt Ordinance No. 149 approving a Reimbursement Agreement for sewer between the District and Developer.

Ordinance No. 149 and the Reimbursement Agreement are attached for your review.

FISCAL IMPACT:

There is no direct fiscal impact associated with this recommendation.

ier:PJB

Attachments

ORDINANCE NO. 149

AN ORDINANCE OF THE LEUCADIA WASTEWATER DISTRICT APPROVING REIMBURSEMENT AGREEMENT FOR SCOTT AND KATHLEEN ALDERN

BE IT ORDAINED by the Board of Directors of the Leucadia Wastewater District as follows:

Section 1. Approval. The Reimbursement Agreement by and between the Leucadia Wastewater District and Scott and Kathleen Aldern, attached hereto as Exhibit A ("Reimbursement Agreement), is approved by the District Board of Directors.

Section 2. Reimbursement Connection Fee. A Reimbursement Connection Fee in accordance with the terms of the Reimbursement Agreement is hereby approved.

Section 3. Execution and Implementation. The General Manager shall execute the Reimbursement Agreement of behalf of the District and take all other actions necessary to carry out its terms.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Leucadia Wastewater District held July 9, 2025 by the following vote:

AYES:					
NOES:					
ABSENT:					
ABSTAIN:					
Rolando Saldana		_			
President					
ATTEST:					
Paul J. Bushee					
General Manager					

Ref: 25-9172

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the Leucadia Wastewater District, a County Water District, organized and existing under Division 12 of the California Water Code ("DISTRICT") and Scott and Kathleen Aldern ("DEVELOPER").

R-E-C-I-T-A-L-S

- 1. DEVELOPER owns property in San Diego County within the service jurisdiction of DISTRICT: 1143 Eolus Avenue, Encinitas, CA 92024.
- 2. DEVELOPER desires service to its property from DISTRICT. As a condition of providing service, DISTRICT required that DEVELOPER extend existing facilities and/or oversize facilities to meet DISTRICT standards for sewer service and provide for service to other property owners within the area near DEVELOPER's property.
- 3. DEVELOPER has constructed facilities pursuant to DISTRICT direction and the Leucadia Wastewater District Agreement to Improve Subdivision Sewers dated August 16, 2023 ("Agreement to Improve Sewers") between DISTRICT and DEVELOPER as shown on the plans and specifications prepared by Josh Ziegler with Spear & Associates, Inc. and identified as City of Encinitas, Public Improvement Plans for 1143 Eolus Avenue APN 254-392-17.
- 4. DISTRICT and DEVELOPER, by this Agreement, desire to enter into a reimbursement contract in accordance with the provisions of the DISTRICT's Standard Specifications for Privately Constructed Wastewater Facilities ("Standard Specifications").

C-O-V-E-N-A-N-T-S

- 5. <u>Conditions Precedent to Execution of Agreement.</u> The sewer facilities subject to this Agreement ("new facilities") shall be completed in accordance with the Agreement to Improve Sewers and all other DISTRICT rules and regulations prior to execution of this Agreement. As a further condition precedent to DISTRICT's obligation to execute this Agreement, DEVELOPER agrees to provide in a form acceptable to DISTRICT all documents DISTRICT deems necessary for acceptance and acquisition of facilities that are intended for dedication to DISTRICT. Documents shall include, but are not limited to: Easements, grants of fee interests, subordination agreements and recorded notices of completion. Notices of completion shall be recorded by DEVELOPER.
- 6. <u>Administrative Costs.</u> Concurrent with execution of this Agreement, DEVELOPER shall pay the DISTRICT all administrative costs attributable to the establishment of this Agreement, including, but not limited to, engineering, legal and administrative staff time to calculate reimbursement amounts and finalized the terms of this Agreement. These Administrative costs shall not be reimbursed, and DEVELOPER shall not be required to pay the DISTRICT any additional administrative fees for this Agreement.
- 7. <u>Reimbursable Costs.</u> Reimbursable costs consist of the actual cost to design and construct the new facilities ("Project Costs"), less the portion attributable to providing sewer

Form 2025H

Reimbursement Agreement Page 1 of 6 service to DEVELOPER's property ("Reimbursable Costs"), as determined by the DISTRICT and shown on Exhibit A ("Location Map") and Exhibit B ("Reimbursable Costs"), attached hereto. Reimbursable Costs are limited to costs the DISTRICT has determined are reasonably related to new facilities.

- 8. Term. The term of this Agreement and DISTRICT's obligation to reimburse DEVELOPER shall expire ten (10) years from the Agreement's Effective Date. Thereafter, DISTRICT shall have no further obligation to reimburse DEVELOPER. During the last year of the initial Agreement term, DEVELOPER may request an extension of the Agreement term in accordance with the general District Ordinance governing reimbursement agreements, Ordinance 117, as may be amended from time to time. The request must be in writing and be received by the District at least ninety (90) days before the expiration date of the Agreement. The District will consider the request in good faith taking into consideration, among other things, whether DEVELOPER has complied with the terms of the AGREEMENT during the initial term, the administrative burden of prior reimbursement fee collection and distribution efforts, and the likelihood that additional reimbursement payments would be made during an extended term.
- Reimbursement. During the ten (10) year term of this Agreement, and if extended, during the extended term of this Agreement, subject to DISTRICT's actual ability to collect such costs, DISTRICT shall charge property owners who utilize the new facilities their proportionate share of the Reimbursable Costs plus three percent (3%) interest per annum, simple, non compounding, from the effective date of this Agreement ("Reimbursement Fee"). Reimbursement Fee for each property owner has been determined by the DISTRICT, using its best estimate of the number of parcels and equivalent dwelling units ("EDUs") that could utilize the The DISTRICT's determination of what properties will be subject to a Reimbursement Fee and the estimated amount each will be charged is set forth on Exhibit B. The DISTRICT shall also charge an administrative fee equivalent to 5% of the Reimbursement Fee charged to a property owner, which shall be paid to the DISTRICT. The Reimbursement Fee and administrative fee shall be in addition to the standard fees charged by the DISTRICT for new service. Reimbursement Fees actually collected shall then be distributed to DEVELOPER. Reimbursement Fees paid to the DISTRICT shall not accrue additional interest. Payment of interest to DEVELOPER shall be limited to interest received from property owners as part of their Reimbursement Fee. In the event DISTRICT reimburses DEVELOPER its share of the total Reimbursable Costs prior to the end of the Agreement term, DISTRICT's obligation to reimburse the DEVELOPER shall terminate.
- 10. <u>Termination</u>. In the event of termination of this Agreement, DEVELOPER shall have no further interest or right of reimbursement from DISTRICT and all revenues subsequently received by DISTRICT shall be the sole property of DISTRICT.
- 11. <u>Records.</u> DEVELOPER warrants that DEVELOPER has kept accurate records of the actual construction costs, according to accepted engineering and accounting principles. DEVELOPER has provided such records to the DISTRICT offices for inspection as requested by DISTRICT.
- 12. <u>Warranties.</u> DEVELOPER further warrants that there are no liens, stop notices or claims against the project; that the legal time for filing any such claims, notices or liens has expired; and agrees to defend, indemnify and hold DISTRICT harmless for any or all such liens, notices or

claims.

- 13. Reimbursement Payments. Reimbursement checks shall be hand delivered or be mailed to DEVELOPER at the address provided pursuant to Paragraph 15.8 of this Agreement within ninety (90) days of receipt by DISTRICT. In the event a reimbursement check is not cashed within ninety (90) days of hand delivery or mailing, it shall be deemed unclaimed and the DISTRICT shall have the right to retain the payment and shall have no further obligation to pay the DEVELOPER. Further, if a payment mailed to the most current address provided to the DISTRICT in accordance with Paragraph 15.8 is returned to the DISTRICT because the address is no longer valid and the DEVELOPER fails to provide a change of address in accordance with Paragraph 15.8 or personally appear at the DISTRICT office to claim the payment within an additional ninety (90) days, the DISTRICT shall have the right to retain the DEVELOPER's proportionate share and shall have no further obligation to pay DEVELOPER.
- 14. <u>No Guarantees.</u> DEVELOPER understands and acknowledges that that DISTRICT will not compel property owners to utilize the sewer facilities. Further DISTRICT cannot guarantee that DISTRICT will be able to collect Reimbursable Costs from all property owners who connect to the facilities. DISTRICT agrees to make reasonable efforts to collect costs from new connections. Further, DEVELOPER understands that the Reimbursement Fee calculated by DISTRICT may not reflect the number of properties that will ultimately utilize the sewer facilities. The number of users could be more or less than DISTRICT estimates, and DISTRICT does not warrant or promise that DEVELOPER will recover all Reimbursable Costs.

15. Miscellaneous Provision.

- 15.1 <u>Applicable Law.</u> This Agreement and any disputes relating to this Agreement shall be construed under the laws of the State of California.
- 15.2 <u>Venue.</u> In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.
- 15.3 <u>Attorney's Fees.</u> In the event a lawsuit to enforce or interpret the terms of this Agreement is brought by either party, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.
- 15.4 <u>Assignment.</u> DEVELOPER shall not be entitled to assign all or any portion of its respective rights or obligations as specified in the Agreement without obtaining the prior written consent of the DISTRICT. Any purported assignment without the DISTRICT's prior written consent shall be void.
- 15.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding regarding reimbursement between the parties. No other representations are intended or shall be implied. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and any exhibits to this Agreement. However, this Agreement does not supersede other DISTRICT

ordinances and agreements relating to DEVELOPER's construction of sewer facilities, including among other things, the DISTRICT Standard Specifications and the Agreement to Improve Sewers.

- 15.6 <u>Personal Nature of Agreement and Binding Effect.</u> This Agreement is personal and does not run with the land. The transfer or sale of any DEVELOPER property does not alter the DEVELOPER's right of reimbursement. Further the terms of this Agreement are binding on all successors, heirs and assigns, and they must also comply with the terms of this Agreement, including provisions regarding assignment in Paragraph 15.4 and Notice in Paragraph 15.8.
- 15.7 <u>Unenforceable Provision.</u> The terms, conditions and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provisions of the Agreement as so interpreted are held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.
- 15.8 <u>Notices.</u> All reimbursements, letters, statements or notices required pursuant to this Agreement shall be deemed effective upon posting in the United States mail to the following addresses:

TO DISTRICT:

Attention: General Manager Leucadia Wastewater District 1960 La Costa Avenue Carlsbad, CA 92009

TO DEVELOPER:

Scott and Kathleen Aldern 1143 Eolus Avenue Encinitas, CA 92024

The addresses above shall be presumed correct, unless a party is notified in writing of a change. Any change of address notice shall clearly state that it is intended to replace the address set forth in Paragraph 15.8 of this Agreement. Further, notice of an address change shall not be valid unless it has been delivered personally to the DISTRICT or by way of certified mail that has been signed and acknowledged by the DISTRICT.

15.9 <u>Effective Date</u>. This Agreement and the Reimbursement Fees it authorizes shall become effective as of <u>July 9, 2025</u> ("Effective Date"), upon the adoption of a DISTRICT ordinance approving the Agreement and its execution by the parties.

"DISTRICT"	"DEVELOPER"
BY·	BY: Sulfaldeln/6/13/2025
BY:	BY: Kathleen aldern 6/13/2020
NOTARY REQUIRED	Sl XXXXXX

Form 2025H

Reimbursement Agreement Page 4 of 6

EXHIBIT A REIMBURSEMENT AGREEMENT FOR 1143 EOLUS AVENUE LOCATION MAP

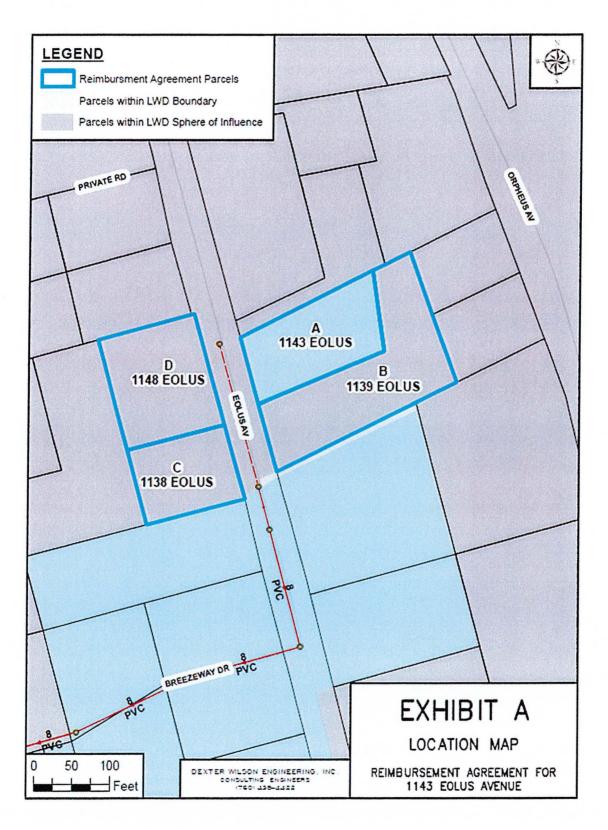


EXHIBIT B REIMBURSEMENT AGREEMENT FOR 1143 EOLUS AVENUE REIMBURSEMENT TABLE

Development Property (Parcel A) Address: 1143 Eolus Avenue

Project Costs: \$197,569.41

Reimbursable Costs: \$148,177.05

Exhibit A Parcel	Assessor Parcel No	Encinitas Zoning	Approx. Acres	Est. EDU's	Share of Project Cost	Amount to Reimburse Parcel A
Α	254-392-17	R3	0.44	1	\$49,392.35	-
В	254-392-18	R3	0.63	1	\$49,392.35	\$49,392.35
С	254-391-38	R3	0.31	1	\$49,392.35	\$49,392.35
D	254-391-34	R3	0.45	1	\$49,392.35	\$49,392.35
Total	-	-	1.83	4	\$197,569.40	\$148,177.05

Notes:

- (1) The Estimated Reimbursement Fee is calculated by dividing the Reimbursable Portion of the Project Costs by the assumed number of EDUs per parcel that could connect to the new facilities. Current calculations assume a total of 4 eligible EDUs.
- (2) Reimbursement Fees shall include interest at the rate of three percent (3%) per annum from the Effective Date
- (3) Once a Reimbursement Fee has been paid, it is final and not subject to adjustment. However, if during the term of this Agreement, the number of eligible EDUs increases due to a parcel split or other circumstance, then the Reimbursement Fee may be adjusted for new connections by dividing the balance of unpaid Reimbursable Costs by the revised estimate of eligible EDUs that still could connect to the sewer system. Such adjustments shall only be made for new connections to the sewer system. No adjustments to past reimbursements will be made.

MEMORANDUM

DATE:

June 26, 2025

TO:

Engineering Committee

FROM:

Paul J. Bushee, General Manager

SUBJECT:

Dexter Wilson Engineering, Inc. Contract Extension for Engineering

Consulting Services

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

- 1. Authorize the General Manager to execute a two-year extension to the Dexter Wilson Engineering, Inc. contract for engineering consulting services; and
- 2. Discuss and provide direction as appropriate.

DISCUSSION:

The District Engineer serves as a key consultant who works closely with staff to address engineering issues related to the Capital Improvement Program, asset management, development, and collection system operations and maintenance. Dexter Wilson Engineering, Inc. (DWEI) has served in this capacity for the past eight years with Dexter Wilson acting as the primary District Engineer and supported by DWEI staff as required.

In July 2022, the Leucadia Wastewater District entered into a three-year agreement with DWEI for engineering consulting services. This agreement expires on June 30, 2025 with an option to extend for an additional two years. As the initial term approaches its expiration, staff has been pleased with DWEI's performance and recommends executing the two-year contract extension option to extend the agreement through June 2027. The scope of work and the proposed fee schedule are attached for your review.

Consistent with the terms of the original agreement, the extension proposes an annual fee for DWEI services in the amount of \$120k per year for a total of \$240k over the two-year extension period. DWEI's rates, which have been fixed for the last three years, have been adjusted and will remain fixed during the two-year extension. Sufficient funds to cover these services are included in the Fiscal Year 2026 Budget and will be included in the Fiscal Year 2027 Budget.

Therefore, staff recommends that the two-year extension be executed.

ier:PJB

Attachments

DISTRICT ENGINEERING SERVICES

SCOPE OF SERVICES

Dexter Wilson Engineering, Inc. (CONSULTANT) shall provide the following services, which are necessary for District Engineering (DE), Capital Improvement Program Management (CIPM) and Development Consulting Services. General descriptions of the respective consulting services to be provided at the discretion of the Leucadia Wastewater District (DISTRICT) are as follows:

1. District Engineering (DE)

- Provide general Professional Engineering guidance to DISTRICT staff and Board of Directors;
- Attend Board Meetings and Engineering Committee Meetings;
- Attend weekly staff meeting;
- Interface with District Legal Counsel and other DISTRICT consultants:
- Represent the DISTRICT in meetings and matters relating to land development, DISTRICT planning, interagency relations, and other DISTRICT matters;
- Interface with the general public and DISTRICT customers;
- Interpret DISTRICT's standard spec and policies as related to engineering issues;
- · Complete other tasks as directed.

2. Capital Improvement Program Management (CIPM)

- Assist with technical review of Capital Improvement Program (CIP) projects;
- · Attend CIP project review and scheduling meetings;
- Attend contractor pre-bid meetings and bid openings, as requested by the DISTRICT;
- Provide contractor construction bid evaluations;
- Assist DISTRICT with preparation, distribution and advertisement of DISTRICT RFP's, as requested by DISTRICT;
- Assist the DISTRICT with long range planning and implementation of DISTRICT's infrastructure CIP;
- Complete other tasks as directed.

3. Development Plan Checking and Construction Inspection

- Conduct development plan checking, construction inspection of development projects, and miscellaneous development related work as requested by DISTRICT and as-needed. All work conducted by Developers shall be funded by Developer deposits to the DISTRICT. Expenses and invoicing shall be tracked by DISTRICT Location Codes for each development task.
- Provide Construction Inspection for Developer projects.

The DE and CIPM services shall be billed and tracked on a time and materials basis with initial estimated limits of approximately \$70,000 and \$50,000, respectively, for each component. The DE and CIPM budgets augment each other, only as necessary, and to the extent that the total initial annual fee authorization of \$120,000 is not exceeded without further DISTRICT authorization. Development Plan Checking and Construction Inspection shall be billed and tracked on a time and materials basis as-needed, as funded by Developers, and as-authorized by the DISTRICT. Expended-to-date and projected fees will be reviewed by CONSULTANT with the DISTRICT on a monthly basis at the time of invoice.

DEXTER WILSON ENGINEERING, INC.

Rate Schedule for Leucadia Wastewater District

Effective July 1, 2025 to June 30, 2027

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer	\$228.00
Managing Engineer	\$218.00
Project Engineer	\$199.00
Senior Engineer	\$176.00
Design Engineer II	\$166.00
Design Engineer I	\$157.00
Associate Engineer III	\$147.00
Associate Engineer II	\$128.00
Associate Engineer I	\$114.00
Engineering Aide II	\$104.00
Engineering Aide I	\$100.00
Drafting/Design	
Senior Designer	\$143.00
Senior Drafter	\$119.00
Drafter II	\$109.00
Drafter I	\$100.00
Clerical	\$ 66.00
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MEMORANDUM

Ref: 25-9182

DATE:

June 26, 2025

TO:

Engineering Committee

FROM:

Paul J. Bushee, General Manager

SUBJECT:

2025 Update of the Leucadia Wastewater District's 2019 Sewer System

Management Plan

RECOMMENDATION:

Staff requests that the Engineering Committee (EC) recommend that the Board of Directors:

- 1. Adopt the 2025 Update of the Leucadia Wastewater District's Sewer System Management Plan completed by Dexter Wilson Engineering, Inc.
- 2. Discuss and take other action as appropriate.

DISCUSSION:

Tactical Goal: Services / SSMP Update

The Statewide Sanitary Sewer Systems Waste Discharge Requirements (WDR), adopted by the State Water Resources Control Board in May 2006, imposed several regulations on all California agencies that operate Sewage Collection Systems. One requirement is for sewer agencies to develop and implement a system-specific Sewer System Management Plan (SSMP) which is a comprehensive document that outlines how a public wastewater agency manages its collection system to prevent and mitigate sanitary sewer overflows.

The Leucadia Wastewater District (District) has complied with all prescribed WDR provisions, including the SSMP. The District's original SSMP was adopted by the District's Board of Directors in 2009 and subsequently updated in 2014 and 2019. In December 2022, the State Water Resources Control Board amended the WDR which changed the SSMP update cycle from five to six years. Accordingly, the District's next SSMP was scheduled for 2025.

Dexter Wilson Engineering, Inc. (DWEI) developed the initial 2009 SSMP and completed the subsequent updates in 2014 and 2019. In addition, DWEI has conducted the District's annual SSMP audits for Fiscal Years 2010 through 2024. Due to their thorough knowledge of the SSMP and District operations, staff retained DWEI to perform the SSMP update for 2025.

DWEI has completed the 2025 SSMP update and concluded that the District's activities, programs, and efforts meet or exceed the WDR requirements. The notable changes include:

- 1. Incorporated updates from the District's Asset Management Plan (updated in April 2023) and Standard Specifications (updated in April 2025)
- 2. Updating the District's spill history and spill trends.
- 3. Updating contact list, standard operating procedures, and preventative maintenance activities.

The executive summary is attached for your review. A full copy of the 2025 update is available upon request.

DWEI will present an overview of the 2025 SSMP update at the meeting.

mg:PJB

Attachment

Executive Summary

The purpose of this Sewer System Management Plan (SSMP) is to document and publicly present in a central document the programs and activities utilized by the Leucadia Wastewater District (the District or LWD, system ID: 9SSO11210) in effectively managing its wastewater collection system.

Regulatory Background

On May 2, 2006, in an effort to reduce the occurrences of sanitary sewer spills (spills) within California, a Statewide General Waste Discharge Requirement (Statewide WDR) was adopted that imposed several new requirements on all agencies that operate sewage collection systems. To date, the District has complied with all provisions prescribed in the Statewide WDR, including enrollment in electronic spill reporting, the establishment of its legal authority to enforce sewer ordinances, certification of the complete initial SSMP implementation on June 8, 2009 by the General Manager, and subsequent audits of all SSMPs.

On July 30, 2013, revisions to the Monitoring and Reporting Program for the Statewide WDR were adopted. The adoption included revisions of spill category definitions; revisions to notification, reporting, and record keeping requirements; and enhancement of water quality monitoring requirements.

On December 6, 2022, an overall and comprehensive update to the Statewide WDR was adopted. This update became effective at June 5, 2023. The Statewide WDR update, similar to the 2013 Monitoring and Reporting Program revisions, included revised spill categories, revised spill response activities, adjusted reporting procedures, minor SSMP element and frequency changes, among other ancillary spill related updates.

This 2025 SSMP is the 6-year update to the 2019 SSMP (as required by the Statewide WDR), will be re-certified by the Board of Directors and reported to the State Board.

SSMP Development

Dexter Wilson Engineering, Inc., a consulting engineering firm, was tasked to assist the District in completing its SSMP. Prior to drafting this SSMP, every aspect of the District's activities and programs to prevent spills and to assure the proper system operation and maintenance were carefully reviewed and validated by the District. This included checks of: staff training, programs, operating procedures, historic data, and planning documents like the LWD Standard Specifications, the Asset Management Plan, and the Financial Plan Update. This review determined that the programs, procedures, plans, and management practices required for the Statewide WDR have been in place at the District for many years and are the basis for its outstanding record of environmental protection and regulatory compliance.

As an over-arching document, the SSMP strives to integrate programs and activities from the staff level to the Board level to insure that all components of District are connected and effective in preventing spills. Dexter Wilson Engineering, Inc. completed annual audits of the District's 2009, 2014, and 2019 SSMP and guided the District in the development of this 2025 version. The annual audit exceeds the WDR requirement of triennial audits and reflects the District's commitment to a proactive approach toward preventing spills.

SSMP Future Activities

The performance evaluations and audits of the 2019 SSMP are incorporated into this document. Similarly, performance evaluations and audits of this 2025 SSMP are included by reference and shall be incorporated in the future 2031 update.

Definitions

CIP	Capital Improvement Project
CPM	Capital Project Manager
CWMS	Computerized Work Management System
DE	District Engineer
DFA	Director of Finance and Administration
EDU	Equivalent Dwelling Units
EWA	Encina Wastewater Authority
FOG	Fats, Oil, and Grease
FSS	Field Services Superintendent
gpd	gallons per day
GM	General Manager
LRO	Legal Responsible Officer
LWD	Leucadia Wastewater District
MGD	million gallons per day
PM	Project Manager
SERP	Spill Emergency Response Plan
SMA	Special Maintenance Area
SSMP	Sewer System Management Plan
WDR	Waste Discharge Requirements