

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

In the Matter of:

**City of Nevada City
City of Nevada City Wastewater
Treatment Plant
Nevada County**

ORDER R5-2023-0526

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER**

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and the City of Nevada City (Discharger) (collectively known as the Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger owns and operates the City of Nevada City Wastewater Treatment Plant (Facility) a wastewater collection, treatment, and disposal system, which provides sewerage service to the City of Nevada City. Treated municipal wastewater is discharged to Deer Creek, a water of the United States and tributary to the Yuba River.
3. In order to regulate discharges from the Facility, on 9 June 2017, the Board adopted Waste Discharge Requirements (WDRs) Order R5-2017-0060 (NPDES CA0079901). WDRs Order R5-2017-0060 became effective on 1 August 2017 and expired on 31 July 2022. Waste Discharge Requirements R5-2022-0039 was adopted on 10 June 2022 and became effective on 1 August 2022.
4. WDRs Orders R5-2017-0060, Section IV.A.1, includes, in part, the following effluent limitations at Discharge Point 001:

Table 4. Effluent Limitations

Parameter	Units	Average Monthly	Average Weekly	Instantaneous Maximum	Instantaneous Maximum
Ammonia	mg/L	1.9	4.2	--	--
	lbs/day	11	24	--	--
pH	mg/L			6.5	8.0

5. WDRs Order R5 2017-0060, IV.A.1.e., includes the following effluent limitations:

e. Total Coliform Organisms. Effluent total coliform organisms shall not exceed:

- i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median;
- ii. 23 MPN/100 mL, more than once in any 30-day period; and
- iii. 240 MPN/100 mL, at any time.

6. WDRs Order R5-2022-0039, Section IV.A.1, includes, in part, the following effluent limitations at Discharge Point 001:

Table 4. Effluent Limitations

Parameter	Units	Average Monthly	Average Weekly	Maximum Daily
Ammonia	mg/L	2.0	6.7	--
Total Suspended Solids	mg/L	10	15	--
Dichlorobromomethane	µg/L	5.9	--	12

7. WDRs Order R5- 2022-0039, Section IV.A.1.g., includes the following effluent limitations:

g. Total Coliform Organisms. Effluent total coliform organisms shall not exceed:

- i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median;
- ii. 23 MPN/100 mL, more than once in any 30-day period;
- iii. and 240 MPN/100 mL, at any time.

8. On 24 April 2023, Central Valley Water Board staff issued the Discharger a Notice of Violation (NOV) and draft Record of Violations (ROV) for effluent limitation violations which occurred from 1 July 2021 through 31 January 2023. The Discharger responded on 9 May 2023 to the ROV and agreed with the violations. On 22 November 2023, Central Valley Water Board staff issued a revised ROV which alleged additional violations based on review of monitoring data through 30 September 2023. The Discharger submitted a response on 4 December 2023 and agreed with the violations.

9. This Order addresses an administrative civil liability (ACL) for effluent limitation violations that occurred between 1 July 2021 through 30 September 2023. These violations are specifically identified in Attachment A to this Order as subject to mandatory minimum penalties (MMPs). Attachment A to this Order is attached hereto and incorporated herein by this reference.

10. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- A) Violates a waste discharge requirement effluent limitation.
- B) Fails to file a report pursuant to Section 13260.
- C) Files an incomplete report pursuant to Section 13260.
- D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

11. According to the Discharger’s self-monitoring reports, the Discharger committed three (3) serious Group 1 violations and twenty-six (26) non-serious violations of the above effluent limitations contained in WDRs Orders R5-2017-0060 and R5-2022-0039 as shown in Attachment A. The three (3) serious Group I violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I and Group II constituents exceeded maximum prescribed levels in WDRs R5-2022-0039 by 40 or 20 percent or more, respectively. Twenty-two (22) of the 26 non-serious violations are subject to MMPs under Water Code Section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period.
12. The total amount of the MMPs assessed for the alleged effluent violations **seventy-five thousand dollars (\$75,000)**. As stated herein, a detailed list of the alleged effluent limitation violations is included in Attachment A. This Order addresses an ACL for violations that are specifically identified in Attachment A as subject to MMPs.

13. Water Code section 13385, subdivision (k) states:

(1) In lieu of assessing all or a portion of the mandatory minimum penalties pursuant to subdivisions (h) and (i) against a publicly owned treatment works serving a small community, the State Board or the Regional Board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works, if the State Board or the Regional Board finds all of the following:

- (A) The compliance project is designed to correct the violations within five years.
- (B) The compliance project is in accordance with the enforcement policy of the State Board, excluding any provision in the policy that is inconsistent with this section.
- (C) The publicly owned treatment works has prepared a financing plan to complete the compliance project.

(2) For the purposes of this subdivision, “a publicly owned treatment works serving a small community” means a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the State Board after considering such factors as median income of the residents, rate of unemployment, or low population density in the service area of the publicly owned treatment works.

14. Under the State Water Resources Control Board’s Water Quality Enforcement Policy (Enforcement Policy), a publicly owned treatment work (POTW) serving a small community is a POTW serving a community that has a financial hardship and has a population of 10,000 or fewer people or lies completely within one or more rural counties.

Following adoption of the Enforcement Policy, Water Code section 13385, subdivision (k)(2) was amended to raise the population threshold to 20,000 or fewer people.

15. Under the Enforcement Policy, “financial hardship” means that the community served by the POTW meets one of the following criteria:

- a. Median household income for the community is less than 80 percent of the California median household income;
- b. The community has an unemployment rate of 10 percent or greater; or
- c. Twenty percent of the population is below the poverty level.

16. The Central Valley Water Board finds the Discharger is eligible for a Compliance Project because the Facility is a publicly owned treatment works serving a small community with a financial hardship - it is located in Nevada County, which is a qualified rural county based on the 2013 United States Department of Agriculture

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Rural-Urban Continuum Codes for California, and serves a population of 3,145 with a median household income (MHI) of \$51,023, which is 61% of the statewide MHI, according to the 2021 American Community Survey 5-Year Estimates.

17. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60. To resolve the violations by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of **seventy-five thousand dollars (\$75,000)** in MMPs against the Discharger.
18. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

19. **Jurisdiction:** The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.

20. **Administrative Civil Liability:**

- a. The Discharger hereby agrees to the imposition of an ACL in the amount of **seventy-five thousand dollars (\$75,000)** to the Central Valley Water Board to resolve the violations specifically alleged in Attachment A to this Order.
- b. In lieu of assessing all the **seventy-five thousand dollars (\$75,000)**, the Parties agree that the Discharger shall spend an equivalent amount towards the completion of a Compliance Project and the ACL shall be suspended (Suspended Liability) if the Discharger complies with the time schedule and requirements for the Compliance Project as detailed herein and in Attachment B of this Order. Attachment B to this Order is attached hereto and incorporated herein by this reference.

19. **Description of the Compliance Project:** The Compliance Project consists of wastewater treatment plant modification tasks to improve effluent water quality and minimize violations associated with treated effluent discharge. The Discharger proposes to enhance and modify the Facility's chemical delivery system for pH adjustment and develop a standard operating procedure (SOP) for periodic aeration basin cleaning.

Additional information regarding the Compliance Project is found in Attachment B.

20. **Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the Compliance Project:** The Discharger understands that its promise to implement the Compliance Project, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Central Valley Water Board Prosecution Team. As a material consideration for the Central Valley Water Board's acceptance of this Stipulated Order, the Discharger represents and agrees that, in accordance with Water Code section 13385, subdivision (k)(1):

- a. The Compliance Project is designed to correct the violations within five years.
- b. The Compliance Project is in accordance with the enforcement policy of the State Board.
 - i. The Discharger will implement and complete the Compliance Project as described in Attachment B to this Order;
 - ii. The Discharger will provide certifications and written reports to the Central Valley Water Board contact consistent with the terms of this Stipulated Order;
 - iii. The Discharger will guarantee implementation of the Compliance Project identified in Attachment B to this Order by remaining liable for the ACL of **seventy-five thousand dollars (\$75,000)** until the Compliance Project is completed and accepted by the Central Valley Water Board in accordance with the terms of this Stipulated Order;
 - iv. As described in Attachment B, the Compliance Project is expected to cost more than the ACL of seventy-five thousand dollars (\$75,000). The Discharger is required to implement and complete the Compliance Project regardless of whether it costs more than the ACL. Should the final Compliance Project costs exceed the ACL, only seventy-five thousand dollars (\$75,000) will be suspended in accordance with the terms of this Stipulated Order. Unless otherwise mutually agreed upon by the Parties in a subsequent order, additional costs incurred above the ACL to implement and complete the Compliance Project will not be credited to or applied to liabilities for any effluent limitation violations that occur after 30 September 2023.
 - v. The Discharger agrees that the Central Valley Water Board has the right to require a third-party audit of the funds expended by it to implement the Compliance Project; and
 - vi. The Discharger shall permit inspection of the Compliance Project by Central Valley Water Board staff during normal business hours, at any location where the Compliance Project is being implemented, as well as review of any documents associated with implementation of the Compliance Project, at any time without notice.
- c. The Discharger has prepared a financing plan to complete the Compliance Project.

21. Extension of the Implementation Schedule Deadlines: If the Discharger cannot meet any of the deadlines or the Completion Deadline contained in Attachment B to this Order due to circumstances beyond the Discharger's anticipation or control, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date the Discharger first knew of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for the nonperformance and specifically refer to this Paragraph. The notice shall describe

the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays. The determination as to whether the circumstances were beyond the reasonable control of the Discharger and its agents will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite the timely good faith efforts of the Discharger, due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger, a new compliance deadline shall be established, and this Order will be revised accordingly. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

22. **Compliance Project Oversight:** The Discharger will oversee implementation of the Compliance Project. The Central Valley Water Board will provide additional oversight. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Central Valley Water Board to oversee the Compliance Project. The Compliance Project oversight costs are in addition to the ACL imposed against the Discharger and are not credited towards the Discharger's obligation to implement and complete the Compliance Project. Reasonable oversight tasks to be performed by the Central Valley Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the Compliance Project.
23. **Third Party Financial Audit of Compliance Project:** At the written request of the Central Valley Water Board, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Central Valley Water Board providing such party's(ies') professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to the Central Valley Water Board within three (3) months of notice from the Central Valley Water Board to the Discharger of the need for an independent third-party audit. The audit need not address any costs incurred by the Central Valley Water Board for oversight.
24. **Failure to Expend the Entire Suspended Liability on the Approved Compliance Project:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Central Valley Water Board that the entire Suspended Liability has been spent for the completed Compliance Project, the Discharger shall pay an ACL of the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the Compliance Project. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account this amount within 30 days of receipt of notice of the Central Valley Water Board's determination that the Discharger failed to demonstrate that the entire Suspended Liability was spent to complete the Compliance Project.

25. **Failure to Complete the Compliance Project:** Except as provided for in Paragraph 24, if the Compliance Project as described in Attachment B to this Order is determined to be infeasible, or if the Discharger fails to complete the Compliance Project by the deadline contained in Attachment B to this Order, the Central Valley Water Board shall issue an invoice to the Discharger in the amount of **seventy-five thousand dollars (\$75,000)**, plus any Compliance Project oversight costs incurred. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account this suspended liability within 30 days of receipt of the invoice.

- 26. Certification of Completion of the Compliance Project:** On or before **31 March 2025**, the Discharger shall provide a certified statement of completion of the Compliance Project (Certification of Completion). The Certification of Completion shall be submitted by a responsible official under penalty of perjury under the law of the state of California, to the Central Valley Water Board contact identified in Paragraph 30. The Certification of Completion shall include the following:
- a. Certification that the Compliance Project has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate the completion of the Compliance Project and the costs incurred by the Discharger.
 - b. Certification documenting the expenditures by the Discharger during the completion period for the Compliance Project. Expenditures may include but are not limited to, payments to outside vendors or contractors implementing the Compliance Project. The Discharger shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify Compliance Project expenditures.
 - c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the Compliance Project including but not limited to, the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act.
- 27. Completion of the Compliance Project to the Central Valley Water Board's Satisfaction:** Upon the Discharger's satisfaction of its Compliance Project obligations under this Stipulated Order, and any audit requested by the Central Valley Water Board, Central Valley Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the Compliance Project. Receipt of this letter shall terminate any further Compliance Project obligations of the Discharger and result in the dismissal of the Suspended Liability.
- 28. Publicity:** Whenever the Discharger or its agents or subcontractors publicizes one or more elements of the Compliance Project, it shall state in a prominent manner that the Compliance Project is being undertaken as part of the settlement of an enforcement action by the Central Valley Water Board against the Discharger.
- 29. Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an ACL in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

30. Party Contacts for Communications Related to Stipulated Order:

For the Central Valley Water Board:
Xuan Luo, Ph.D., P.E.
Senior Water Resources Control Engineer
NPDES/Forest Activities Compliance and Enforcement
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
(916) 464-4606
Xuan.Luo@waterboards.ca.gov

For the Discharger:
Michael Faudoa, Chief Plant Operator
City of Nevada City
317 Broad St.
Nevada City, CA 95959
(530) 265-8668
michael.faudoa@nevadacityca.gov

- 31. Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
- 32. Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
- 33. Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
- 34. No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Central Valley Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under

this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of ACL complaints or orders for violations other than those addressed by this Order.

35. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Central Valley Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
36. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
37. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.
38. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
39. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter;
or

- b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
40. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.
41. **Waiver of Right to Petition:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
42. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action.
43. **Water Boards Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any contract entered into by the Discharger, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.
44. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
45. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
46. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
47. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.

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48. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.

49. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: Original Signed By
John J. Baum
Assistant Executive Officer

April 15, 2024
Date

City of Nevada City

By: Original Signed By
Michael Faudoa
Chief Plant Operator

April 21, 2024
Date

HAVING CONSIDERED THE PARTIES STIPULATIONS, THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Central Valley Region.

Patrick Pulupa
Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Record of Violations
Attachment B: Compliance Project Description

**City of Nevada City
 Nevada City Wastewater Treatment Plant**

RECORD OF VIOLATIONS (1 July 2021 – 30 September 2023) MANDATORY PENALTIES

(Data reported under Monitoring and Reporting Programs R5-2017-0060 and R5-2022-0039)

The following table lists the alleged violations subject to mandatory minimum penalties (MMPs), pursuant to Water Code section 13385(h) and (i).

Table A. Violations Subject to Mandatory Minimum Penalties

#	Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	CIWQS
*	12/31/2020	Ammonia	lb/day	11	15	Monthly Average	CAT 1	CHRON	1089832
1	10/25/2021	pH	SU	6.5	6.3	Instantaneous	OEV	NCHRON	1097298
2	10/26/2021	pH	SU	6.5	6.3	Instantaneous	OEV	NCHRON	1097295
3	01/03/2022	Total Coliform	MPN/100 mL	2.2	4	7-Day Median	OEV	NCHRON	1100903
4	02/09/2022	Total Coliform	MPN/100 mL	2.2	4	7-Day Median	OEV	CHRON	1102728
5	02/10/2022	Total Coliform	MPN/100 mL	2	4	7-Day Median	OEV	CHRON	1105718
6	04/06/2022	Total Coliform	MPN/100 mL	2.2	13	7-Day Median	OEV	CHRON	1105749
7	04/07/2022	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1104395
8	04/11/2022	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1104396

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#	Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	CIWQS
9	04/13/2022	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1105750
10	07/07/2022	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1107454
11	07/11/2022	Total Coliform	MPN/100 mL	2.2	3.2	7-Day Median	OEV	CHRON	1111484
12	08/04/2022	Total Coliform	MPN/100 mL	2.2	7.8	7-Day Median	OEV	CHRON	1108907
13	10/24/2022	Total Coliform	MPN/100 mL	2.2	7.8	7-Day Median	OEV	CHRON	1110605
14	01/11/2023	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	NCHRON	1114334
15	01/17/2023	Total Coliform	MPN/100 mL	2.2	13	7-Day Median	OEV	CHRON	1114335
16	01/18/2023	Total Coliform	MPN/100 mL	2.2	6.8	7-Day Median	OEV	CHRON	1114333
17	01/19/2023	Total Coliform	MPN/100 mL	2.2	6.8	7-Day Median	OEV	CHRON	1114337
18	3/13/2023	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1115976
19	3/15/2023	Total Coliform	MPN/100 mL	2.2	3.2	7-Day Median	OEV	CHRON	1115977
20	5/16/2023	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1118239
21	5/27/2023	Total Suspended Solids	mg/L	15	21	Average Weekly	CAT 1	SIG	1118240
22	6/8/2023	DCBM	µg/L	5.9	6.0	Average Monthly	CAT 2	CHRON	1118647

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#	Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	CIWQS
23	6/15/2023	Ammonia, Total as N	mg/L	6.7	18.5	Average Weekly	CAT 1	SIG	1118648
24	6/30/2023	Ammonia, Total as N	mg/L	2.0	5.9	Average Monthly	CAT 1	SIG	1118649
25	6/28/2023	Total Coliform	MPN/100 mL	2.2	4.5	7-Day Median	OEV	CHRON	1118650
26	7/06/2023	DCBM	µg/L	12	13	Daily Maximum	CAT 2	CHRON	1119361
27	9/20/2023	Total Coliform	MPN	2.2	14	7-Day Median	OEV	CHRON	1120962
28	9/21/2023	Total Coliform	MPN	2.2	14	7-Day Median	OEV	CHRON	1120961
29	9/25/2023	Total Coliform	MPN	2.2	4.5	7-Day Median	OEV	CHRON	1120960

Table A, Item *: Supporting violations addressed in ACLC R5-2021-0532

SU = Standard Units

DCBM = Dichlorobromomethane

VIOLATIONS SUMMARY

VIOLATIONS AS OF: 30 September 2023

Group I Serious Violations:	3
Group II Serious Violations:	0
Non-Serious Violations Not Subject to MMPs:	4
Non-serious Violations Subject to MMPs:	22
Total Violations Subject to MMPs:	25

Mandatory Minimum Penalty Amount for Effluent Limit Violation(s)

3 Serious Violations x \$3,000 Violation = \$9,000

22 Non-Serious Violations subject to MMP x \$3,000 per Violation = \$66,000

Total Mandatory Minimum Penalty = \$75,000

Table B Definitions

Abbreviation	Description
CAT 1	Violation of effluent limitation for Group I pollutant.
CAT 2	Violation of effluent limitation for Group II pollutant
CHRON	Chronic violation as defined by Water Code section 13385 (i). Any non-serious violation that falls within a 180-day period with three preceding violations. Thus, the fourth non-serious violation that occurs within a 180-day period is subject to MMPs.
CIWQS	California Integrated Water Quality System (https://www.waterboards.ca.gov/water_issues/programs/ciwqs/)
CTOX	Violation of chronic toxicity effluent limitation.
DREP	Deficient reporting violation. This will only result in MMPs if the report is so deficient as to make determination of compliance impossible for the reporting period.
LREP	Late Reporting violation. Every 30-Days a report is late counts as one serious late reporting violation subject to MMPs.
Measured	Reported value for the monitoring period by the Discharger.
MMP Type	Classification of the type of MMP violation.

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Abbreviation	Description
Occurrence Date	Date that a violation occurred. For averaging period limitation violations, such as weekly and monthly averages, the last day of the reporting period is used such as last day of the week (Saturday) and last day of the month, respectively.
OEV	Violation of any constituent-specific effluent limitation not included in Group I or Group II.
NCHRON	Non-serious violation falls within the first three violations in a 180-day period, thus, not subject to MMP.
SIG	Serious Violation: For Group I pollutants that exceed the effluent limitation by 40 percent or more. For Group II pollutants that exceed the effluent limitation by 20 percent or more.

Compliance Project Description

1. **Project Title:** pH Control and Adjustment and Development of Standard Operating Procedures
2. **Service Area:** City of Nevada City
3. **Name of Responsible Entity:** City of Nevada City
4. **Contact Information:**

Mike Faudoa, Chief Plant Operator
City of Nevada City
317 Broad St.
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Bryan McAlister, City Engineer
City of Nevada City
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(530) 265-2496 x 126
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5. **Project Goals and Description:**

Task 1 – pH Control and Adjustment – Installation of process components to control pH, comprising the following components:

- Task 1a - Installation of a magnesium hydroxide peristaltic pump and enclosure at the preliminary process (influent) prior to biological treatment, metered with flow pacing signal control integrated into the SCADA program. This process component will provide an alkalinity adjustment for biological nutrient removal (nitrification). These modifications will stabilize the biological treatment process and improve ammonia removal from the wastewater.
- Task 1b - Installation of a pH sensor at the filter effluent channel with control integrated into the SCADA program for continuous monitoring of pH prior to application of the chlorine disinfectant. This modification will improve disinfection and reduce the potential for violations of total coliform and DCBM.
- Task 1c - Installation of sodium hydroxide injection process at EFF-001 for pH adjustment. The sodium hydroxide injection process will include an insulated, double-walled chemical storage/supply tank with mixer mount chemical delivery system (pump, enclosure, piping, valves). Sodium hydroxide delivery will be integrated into the SCADA program and paced off of the effluent pH signal. This modification will maintain effluent pH within levels required by the WDRs.

Task 2 – Standard Operating Procedure Development – Development of a standard operating procedure (SOP) for transition from two aeration basins to one aeration basin for maintenance. An engineering consultant will assist in the development of a written procedure detailing the steps necessary for taking one aeration basin offline for maintenance, inspection, and repair, while operating the other aeration basin.

6. Estimated Cost of Project Completion:

The cost of implementation of Task 1 and Task 2 is estimated to be \$88,425.

Individual task cost estimates are provided in Table 1.

Table 1. Estimated Costs: Compliance Project Components

Compliance Project Component	Estimated Cost (\$)
Task 1 – pH Control and Adjustment	\$83,425
Task 1a	
Magnesium Hydroxide Pump	\$7,739
Housing Enclosure	\$2,498
SCADA Control Integration	\$13,930
Parts and Fittings	\$100
Task 1b	
pH Sensor	\$1,500
Delivery Pump	\$714
SCADA Control Integration	\$8713
Parts and Fittings	\$500
Task 1c	
Caustic Tank	\$14,840
Delivery Pumps	\$10,891
Concrete Pad	\$7,000
SCADA Control Integration	\$14,000
Parts and Fittings	\$1,000
Task 2 – SOP Development	\$5,000
Total Estimated Project Cost:	\$88,425

7. Water body, beneficial use and/or pollutant addressed by this project:

This project is expected to improve the secondary/biological treatment process and improve downstream processes (clarification, filtration, and disinfection), resulting in water quality improvements to Deer Creek.

8. Project Schedule and Deliverables:

- a. **Completion Date.** The Discharger shall complete all compliance project components by **31 December 2024**.
- b. **Final Report.** The Discharger shall submit a final report which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of \$75,000. This report will be completed under penalty of perjury. The final report shall be submitted by **31 March 2025**.