

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL VALLEY REGION**

In the Matter of:

**City of Tracy  
City of Tracy Wastewater Treatment  
Plant  
San Joaquin County**

ORDER R5-2021-0520

**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 Tracy (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 a wastewater collection, treatment, and disposal system, and provides sewerage service for the City of Tracy. Treated wastewater is discharged to Old River, a water of the United States and part of the Sacramento-San Joaquin Delta.
3. In order to regulate discharges from the Facility, on 8 December 2017, the Board adopted Waste Discharge Requirements (WDRs) Order R5-2017-0113 (NPDES CA0079154).
4. WDRs Order R5-2017-0113, IV.A.1.e., includes the following effluent limitations at the monitoring location EFF-001:
  - e. **Total Residual Chlorine.** Effluent total residual chlorine shall not exceed:
    - i. 0.011 mg/L, as a 4-day average; and
    - ii. 0.019 mg/L, as a 1-hour average.
5. WDRs Order R5-2017-0113, IV.A.1.f., includes the following effluent limitations at the monitoring location TCO-001:
  - f. **Total Coliform Organisms.** Effluent total coliform organisms shall not exceed the following with compliance measured at Monitoring Location TCO-001 as described in the MRP, Attachment E:

Stipulated Administrative Civil Liability Order R5-2021-0520  
City of Tracy

- 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. On 26 October 2020, Central Valley Water Board staff issued the Discharger a Notice of Violation and draft Record of Violations (ROV) for effluent limitation violations which occurred from 1 January 2020 and 31 August 2020. The Discharger responded on 3 November 2020 to the ROV and agreed with the violations. This Administrative Civil Liability Order extends the mandatory minimum period to 31 March 2021. As of 31 March 2021, the Discharger has accrued two additional violations but both violations are non-serious violations not subject to MMPs.
7. This Order imposes administrative civil liability (ACL) for effluent limitation violations that occurred between 1 January 2020 and 31 March 2021. These violations are specifically identified in Attachment A, Record of Violations, to this Order as subject to mandatory minimum penalties (MMPs). Attachment A to this Order is attached hereto and incorporated herein by reference.
8. 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:

Stipulated Administrative Civil Liability Order R5-2021-0520  
City of Tracy

- 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.
9. According to the Discharger's self-monitoring reports, the Discharger committed seventeen (17) non-serious violations of the above effluent limitations contained in WDRs Order R5-2017-0113 as shown in Attachment A. The thirteen (13) 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.
10. The total amount of the MMPs assessed for the alleged effluent violations is **thirty-nine thousand dollars (\$39,000)**. As stated herein, a detailed list of the alleged effluent limitation violations is included in Attachment A. This Order addresses the violations that are specifically identified in Attachment A as subject to MMPs.
11. Water Code section 13385, subdivision (l) states:
- (1) In lieu of assessing penalties pursuant to subdivision (h) or (i), the state board or the regional board, with the concurrence of the discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project in accordance with the enforcement policy of the state board. If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a supplemental environmental project may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
  - (2) For the purposes of this section, a "supplemental environmental project" means an environmentally beneficial project that a person agrees to undertake, with the approval of the regional board that would not be undertaken in the absence of an enforcement action under this section.
12. 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 **thirty-nine thousand dollars (\$39,000)** in MMPs against the Discharger.
13. 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:

14. **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.

15. **Administrative Civil Liability:**

- a. The Discharger hereby agrees to the imposition of an ACL in the amount of thirty-nine thousand dollars (\$39,000) by the Central Valley Water Board to resolve the violations specifically alleged in Attachment A to this Order.
- b. No later than 30 days after the Central Valley Water Board, or its delegee, signs this Order, the Discharger shall submit a check for **twelve thousand dollars (\$12,000)** made payable to the “State Water Pollution Cleanup and Abatement Account,” reference the Order number on page one of this Order, and mail it to:

State Water Resources Control Board Accounting Office  
Attn: ACL R5-2021-0520  
Payment P.O. Box 1888  
Sacramento, CA 95812-1888

The Discharger shall provide a copy of the check via email to the State Water Resources Control Board, Office of Enforcement (David.Boyers@waterboards.ca.gov) and the Central Valley Water Board (Xuan.Luo@waterboards.ca.gov).

- c. The Parties agree that the remaining **twenty-seven thousand dollars (\$27,000)** of the administrative civil liability shall be suspended pending completion of the Supplemental Environmental Project (SEP) described in Attachment B, attached hereto and incorporated herein by reference.

16. **Representations and Agreements:** The Discharger agrees that the completion of the SEPs described in Paragraph 17, below, 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 it will spend the SEP Amount and complete the SEPs as described herein and in Attachment B. Discharger shall not be liable for Central Valley Water Board administrative and oversight costs associated with the SEPs described in Attachment B.

17. **Supplemental Environmental Project (SEP) and Suspended Liability:** The project is to provide enhanced shelter for the City of Tracy’s unsheltered population. The shelter will provide temporary housing, sufficient showers, baths, and laundry

facilities for the City's unsheltered population. The project will provide basic sanitation for the City's unsheltered population and will prevent pollutants that may otherwise result from the lack of sanitation facilities from being discharged to nearby surface waters. The City will be responsible for the maintenance and upkeep of the shelter.

18. **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 may be established and this Order revised accordingly. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.
19. **Supplemental Environmental Project Oversight:** The Discharger will oversee implementation of the SEP.
20. **Third Party Financial Audit of SEP:** 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.
21. **Failure to Expend the Entire Suspended Liability on the Approved SEP:** 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 SEP, 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 SEP. The Discharger shall be liable to pay the State Water Board 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 SEP.

- 22. Failure to Complete the SEP:** Except as provided for in Paragraph 24, if the SEP as described in Attachment B to this Order is determined to be infeasible, or if the Discharger fails to complete the SEP 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 thirty-nine thousand dollars (\$39,000), plus any SEP 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.
- 23. Certification of Completion of the SEP:** On or before 30 May 2022, the Discharger shall provide a certified statement of completion of the SEP (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 SEP 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 SEP and the costs incurred by the Discharger.
  - b. Certification documenting the expenditures by the Discharger during the completion period for the SEP. Expenditures may include but are not limited to, payments to outside vendors or contractors implementing the SEP. The Discharger shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify SEP expenditures.
  - c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the SEP 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 SEP to the Central Valley Water Board's Satisfaction:** Upon the Discharger's satisfaction of its SEP 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 SEP. Receipt of this letter shall terminate any further SEP 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 SEP, it shall state in a prominent manner that the SEP 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](mailto:Xuan.Luo@waterboards.ca.gov)

For the Discharger:  
Dr. Alope Vaid  
City of Tracy, Utilities Department  
900 Holly Drive, Tracy 95304  
Ph: (209) 831-6328  
aloke.vaid@cityoftracy.org

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.
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

9/1/2021  
Date

City of Tracy

By: Original Signed by  
Bob Adams  
Interim City Manager

9/16/2021  
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.

*Originally digitally Signed by*

Patrick Pulupa

Patrick Pulupa

Executive Officer

Central Valley Regional Water Quality

Control Board

2021.11.12 11:09:06 -08'00'

Date

Attachment A: Record of Violations

Attachment B: Supplemental Environmental Project Description

**Attachment A: Record of Violations ACLO R5-2021-0520**

**Attachment A: Record of Violations**

City of Tracy  
Wastewater Treatment Plant

RECORD OF VIOLATIONS (1 January 2020 – 31 March 2021) MANDATORY PENALTIES  
(Data reported under Monitoring and Reporting Program R5-2017-0113)

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 Penalties**

Item	Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	CIWQS
<b>A</b>	10-Dec-19	Total Residual Chlorine	mg/L	0.019	0.350	1-Hour Average	CAT 2	NCHRON	1069918
<b>1</b>	5-Mar-20	Total Coliform	MPN/100 mL	2.2	3.3	7-Day Median	OEV	NCHRON	1072899
<b>2</b>	7-Mar-20	Total Coliform	MPN/100 mL	2.2	3.3	7-Day Median	OEV	NCHRON	1072897
<b>3</b>	11-Mar-20	Total Coliform	MPN/100 mL	2.2	3.3	7-Day Median	OEV	CHRON	1072898
<b>4</b>	24-May-20	Total Coliform	MPN/100 mL	2.2	3.2	7-Day Median	OEV	CHRON	1076212
<b>5</b>	24-May-20	Total Coliform	MPN/100 mL	240	1600	Maximum Daily	OEV	CHRON	1076217
<b>6</b>	26-May-20	Total Coliform	MPN/100 mL	2.2	3.2	7-Day Median	OEV	CHRON	1076218
<b>7</b>	28-May-20	Total Coliform	MPN/100 mL	2.2	10.8	7-Day Median	OEV	CHRON	1076214
<b>8</b>	30-May-20	Total Coliform	MPN/100 mL	2.2	9.4	7-Day Median	OEV	CHRON	1076216
<b>9</b>	1-Jun-20	Total Coliform	MPN/100 mL	240	540	Daily Maximum	OEV	CHRON	1077513
<b>10</b>	1-Jun-20	Total Coliform	MPN/100 mL	2.2	9.4	7-Day Median	OEV	CHRON	1077515
<b>11</b>	1-Jun-20	Total Coliform	MPN/100 mL	23	540	> Once in 30-day period	OEV	CHRON	1080192

Stipulated Administrative Civil Liability Order R5-2021-0520  
 Attachment A  
 City of Tracy

Item	Date	Parameter	Units	Limit	Measured	Period	Violation Type	MMP Type	CIWQS
12	3-Jun-20	Total Coliform	MPN/100 mL	23	49	> Once in 30-day period	OEV	CHRON	1077514
13	3-Jun-20	Total Coliform	MPN/100 mL	2.2	33	7-Day Median	OEV	CHRON	1077517
14	5-Jun-20	Total Coliform	MPN/100 mL	2.2	25.4	1-Hour Average	OEV	CHRON	1077512
15	7-Jun-20	Total Coliform	MPN/100 mL	2.2	25.4	7-Day Median	OEV	CHRON	1077516
16	6-Feb-21	Total Coliform	MPN/100 mL	2.2	2.8	7-Day Median	OEV	NCHRON	1087899
17	8-Feb-21	Total Coliform	MPN/100 mL	2.2	2.9	7-Day Median	OEV	NCHRON	1087900

A. Supporting violation address in ACL R5-2020-0526.

**VIOLATIONS SUMMARY**

<b>VIOLATIONS AS OF:</b>	<b>3/31/2021</b>
Group I Serious Violations:	0
Group II Serious Violations:	0
Non-Serious Violations Not Subject to MMPs:	4
<u>Non-serious Violations Subject to MMPs:</u>	<u>13</u>
<b>Total Violations Subject to MMPs:</b>	<b>13</b>

**Mandatory Minimum Penalty Amount for Effluent Limit Violations**

Number Serious Violation(s) x \$3,000 Violation = \$0

13 Non-Serious Violation subject to MMP x \$3,000 per Violation = \$39,000

**Total Mandatory Minimum Penalty = \$39,000**

**Table B. Definition**

Abbreviation	Description
<b>CAT 1</b>	Violation of effluent limitation for Group I pollutant.
<b>CAT 2</b>	Violation of effluent limitation for Group II pollutant
<b>CHRON</b>	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.
<b>CIWQS</b>	California Integrated Water Quality System database. <a href="https://www.waterboards.ca.gov/water_issues/programs/ciwqs/">https://www.waterboards.ca.gov/water_issues/programs/ciwqs/</a>
<b>CTOX</b>	Violation of chronic toxicity effluent limitation.
<b>DREP</b>	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.
<b>LREP</b>	Late Reporting violation. Every 30-Days a report is late counts as one serious late reporting violation subject to MMPs.
<b>Measured</b>	Reported value for the monitoring period by the Discharger.
<b>MMP Type</b>	Classification of the type of MMP violation.
<b>Occurrence Date</b>	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.
<b>OEV</b>	Violation of any constituent-specific effluent limitation not included in Group I or Group II.
<b>NCHRON</b>	Non-serious violation falls within the first three violations in a 180-day period, thus, not subject to MMP.
<b>SIG</b>	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.

**Attachment B: Supplemental Environmental Project (SEP)**

1. **Project Title: Temporary Emergency Housing for Tracy's Unsheltered – Water use Facilities.**
2. **Geographic Area of Interest:** Tracy, CA
3. **Name of Responsible Entity: City of Tracy**
4. **Contact Information:**

Dr. Alope Vaid  
City of Tracy, Utilities Department  
900 Holly Drive, Tracy 95304  
Ph: (209) 831-6328  
[aloke.vaid@cityoftracy.org](mailto:aloke.vaid@cityoftracy.org)
5. **Project Goals and Description:** The project is to provide enhanced shelter for the Tracy's unsheltered population. The City's unsheltered community tends to reside at City Parks, stormwater detention basins and along the Eastside Channel, and the City's primary stormwater drainage channel. There are restrooms in some park locations, but those residing in the detention basins and the channels have no access to clean water or appropriate sanitary facilities. The new Emergency Housing Facility will provide temperature-controlled shelter space, meals, restroom, showers and laundry facilities for 32 to 64 residents during the first phase of the project development.

The city will be responsible for the maintenance and upkeep of the shelter. The project will be located on the eastern end of the City's Wastewater Treatment Plant (WWTP) at 3900 Holly Drive (at Larch Road crossing), in the vicinity of Interstate I-205.
6. **Estimated Cost of Project Completion:** The estimated total cost of construction is around \$1.7 million. The cost contribution for the SEP project is \$27,000.
7. **Water body, beneficial use and/or pollutant addressed:**

The Emergency Housing Facility will encourage the unsheltered community to relocate from the nearby basins and channels that are being negatively impacted by the trash, human waste and contaminants. Installation of sanitary facilities will help eliminating surface water contamination in the vicinity of the WWTP. The surface water adjacent to the WWTP includes East Side Drainage system that eventually flows into the Sugar Cut, which discharges to San Joaquin River, a major drinking water source.

## 8. Compliance with SEP Criteria

### a. Above and Beyond Discharger's Obligations

The City of Tracy has no obligation to provide enhanced shelter for the Tracy's unsheltered population on its private property.

### b. No Benefit to the Water Board Functions, Members, or Staff

This project would not benefit any Water Board Functions, Members or Staff.

### c. Project Maintenance

The City will be responsible for the maintenance and upkeep of the shelter.

### d. Documented Support

None documented at this time.

### e. Project Milestones, Schedule, and Budget

Based on the existing program, the City expects the funds to be expended by 31 May 2023, which is within thirty-six (36) months, as recommended by the State Water Board's SEP Policy.

### f. Final Post-Project Accounting of Expenditures

The City will submit a final, post-project accounting of expenditures to the Regional Board.

### g. Extension if Necessary

If the City cannot meet the SEP Completion Deadline due to circumstances beyond its anticipation or control, the City or its designated representative shall notify the Executive Officer in writing within thirty (30) days of the date any of the City first knew of the event or circumstance that caused or could have caused a violation of this Stipulated 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 City to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance with this Stipulated Order. The City shall adopt all reasonable measures to avoid and minimize such delays.



#### **h. Reports to the Water Board**

##### **Quarterly Progress Report**

The City will submit quarterly progress reports documenting progress made on the SEP. The quarterly reports will be due on the last day of the month following the end of each quarter, beginning on fourth quarter 2021. Quarterly progress reports shall summarize project expenditures and describe the work completed during the preceding quarter.

##### **Final Report**

Following SEP completion, the City will submit a Final Report documenting distribution of funds. The Final Report shall be submitted to the Regional Water Board no later than August 30, 2023.

##### **Third Party Oversight Organization**

None anticipated at this time.