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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA EX REL. REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,
PLAINTIFF,
v.
THE CITY OF COMPTON,
DEFENDANT.

Case No.
[PROPOSED] CONSENT JUDGMENT PURSUANT TO STIPULATION OF THE PARTIES; [PROPOSED] ORDER

This consent judgment pursuant to stipulation (Consent Judgment) is entered into by Plaintiff the People of the State of California, ex rel. Regional Water Quality Control Board, Los Angeles Region (Regional Board), and Defendant the City of Compton (City). For purposes of this Consent Judgment, the Regional Board and the City shall be referred to collectively as the Parties.

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INTRODUCTION

This Consent Judgment relates to the City's failure to comply with the terms of State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDR). As set forth in the Complaint filed in this matter, the Regional Board alleges that the City failed to comply with the WDR by discharging pollutants, including but not limited to raw sewage, into waters of the United States and/or waters of the state, in violation of Water Code sections 13263 and/or 13376, for which the Regional Board or a superior court can assess civil liability pursuant to Water Code sections 13350 and/or 13385.

The Parties engaged in extended settlement negotiations prior to the initiation of litigation. In these negotiations, the Regional Board was represented by the Attorney General of the State of California. The City was represented by the City Attorney of the City of Compton.

The Parties have agreed to settle this matter without litigation pursuant to the terms of this Consent Judgment. The Parties enter into this Consent Judgment pursuant to a compromise and settlement of the allegations in the Complaint. The Parties believe that the resolution embodied in this Consent Judgment is fair and reasonable and fulfills the Regional Board's enforcement objectives; that its terms are appropriate in light of certain corrective efforts the City has made or will make and penalties to which the City has agreed to pay; and that entry of this Consent Judgment is in the best interest of the public.

The Parties, after opportunity for review by counsel, hereby stipulate and consent to the entry of this Consent Judgment as set forth below.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

CONSENT JUDGMENT PURSUANT TO STIPULATION

1. DEFINITIONS

Except where otherwise expressly defined in this Consent Judgment, all terms shall be interpreted consistent with the Porter-Cologne Water Quality Control Act, Water Code sections 13300 et seq., including the regulations promulgated pursuant to those sections, and the Federal

1 Water Pollution Control Act, 33 U.S.C. sections 1251 et seq., including the regulations
2 promulgated under those sections, 40 C.F.R. 100 et seq.

3 **2. COMPLAINT AND SCOPE OF AGREEMENT**

4 The Complaint in this action alleges that the City violated Water Code sections 13263
5 and/or 13376, for which the Regional Board or a superior court can assess civil liability pursuant
6 to Water Code sections 13350 and/or 13385. This Consent Judgment resolves all allegations and
7 violations made in the Complaint in this case as well as 4 additional violations that the Parties
8 have agreed will be covered by this Consent Judgment. The total number of violations covered
9 by this Consent Judgment shall be 8 violations, all of which are listed in the table attached hereto
10 as Exhibit A.

11 **3. JURISDICTION AND VENUE**

12 The Parties agree that the Superior Court of California, County of Los Angeles, has subject
13 matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties
14 to this Consent Judgment, and that the Superior Court for the County of Los Angeles is the proper
15 venue of this action.

16 **4. PAYMENT OF CIVIL PENALTIES AND INVESTIGATION AND**
17 **ENFORCEMENT COSTS**

18 **4.1 Total Penalties**

19 On entry of this Consent Judgment, the City shall be liable for a total of two-hundred and
20 sixty-eight thousand three-hundred and sixty-five dollars (\$268,365) in civil penalties.

21 **4.2 Civil Penalty Payment**

22 Within thirty (30) days of entry of this Consent Judgment, the City shall pay a civil penalty
23 of an amount equal to one-hundred sixty-one thousand and nineteen dollars (\$161,019) with a
24 check payable to the State Water Pollution Cleanup and Abatement Account. If the City fails to
25 make payment of this amount within thirty (30) days, the City shall pay a stipulated penalty of
26 one thousand dollars (\$1,000) for each day payment is overdue.

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1 The City shall reference this case number on any payments and submit them to the State
2 Water Resources Control Board addressed to:

3 Accounting Office
4 Attn: Enforcement Payment
5 State Water Resources Control Board
6 P.O. Box 1888
7 Sacramento, CA 95812-1888

8 The City shall provide copies of this payment to:

9 Regional Water Quality Control Board, Los Angeles Region
10 320 West Fourth Street, Suite 200
11 Los Angeles, California 90013
12 Attention: Hugh Marley

13 **4.3 Suspended Penalties**

14 The remaining civil penalties in the amount of one-hundred and seven thousand three-
15 hundred and forty-six dollars (\$107,346) shall be suspended. These suspended penalties
16 (Suspended Civil Liability) shall be deemed satisfied once the City completes all obligations
17 pursuant to sections 5, 6, 6.2, 6.3, 7.2 and 7.3 of this Consent Judgment.

18 **4.4 Disputes Pertaining to Payment of Penalties**

19 Should any disagreement arise pertaining to the City's failure to pay civil penalties, the
20 Regional Board may enforce these provisions by using the procedures set forth in section 16
21 below. If the Regional Board believes that the City has failed to complete any portion of the
22 obligations pursuant to sections 5, 6, 6.2, 6.3, 7.2 and 7.3 of this Consent Judgment, the Regional
23 Board may seek to lift the suspension of any Suspended Civil Liability amount as defined in
24 section 4.3 of this Consent Judgment by using the procedures set forth in section 16 below.

25 **5. PLANNED CAPITAL IMPROVEMENT PROJECTS, SEWER MASTER** 26 **PLAN PROJECTS AND ADDITIONAL PROJECTS**

27 The Parties have created a list of Planned Capital Improvement Projects, Sewer Master
28 Plan Projects and Additional Projects for the City's collection system (Projects). That list is
attached hereto as Exhibit B. The Projects listed on Exhibit B have been given completion dates
by the Parties. The City shall complete each of the Projects listed in Exhibit B by the date

1 indicated for completion of that phase on Exhibit B. If the City fails to complete any of the
2 Projects listed in Exhibit B by the date indicated for completion of that project on Exhibit B, the
3 City shall pay the Suspended Civil Liability amount listed in section 4.3 above, as set forth in
4 section 4.4 above, and a stipulated penalty of one-thousand dollars (\$1,000) for each day the City
5 is late in completing each phase.

6 **6. INITIAL VIDEO ANALYSIS OF THE SEWER SYSTEM**

7 The City shall complete a video analysis of its sanitary sewer system within two (2) years
8 of entry of this Consent Judgment (Initial Video Analysis). The Initial Video Analysis shall be
9 conducted by individual(s) certified in the National Association of Sewer Service Companies'
10 (NASSCO) Pipeline Assessment & Certification Program (PACP) and will use standard PACP
11 coding and condition grading procedures. If the City fails to complete the Initial Video Analysis
12 in the time stated, the City shall pay the Suspended Civil Liability amount listed in section 4.3
13 above, as set forth in section 4.4 above, and a stipulated penalty of one-thousand dollars (\$1,000)
14 per day for each day overdue until the Initial Video Analysis is complete.

15 **6.1. Routine Maintenance**

16 The City shall complete any routine maintenance, including but not limited to visual
17 inspections, cleanings, root control, fats, oils, and grease (FOG) control and record keeping
18 (hereinafter "Routine Maintenance"), discovered by the Initial Video Analysis of its sanitary
19 sewer system within 15 days from the date of discovery. If the City fails to complete the Routine
20 Maintenance discovered by the Initial Video Analysis of its sanitary sewer system within 15 days
21 from the date of discovery, then the City shall pay a stipulated penalty of one-thousand dollars
22 (\$1,000) for every day that the repairs remain incomplete.

23 **6.2. Sewer Lines Designated With A PACP Condition Grade of 5 After Initial**
24 **Video Analysis**

25 Any City sewer lines that are detected as being in need of repair on any Initial Video
26 Analysis of the sanitary sewer system and designated and prioritized as having a PACP repair
27 condition grade of 5 under the NASSCO PACP grading system for condition-based capital
28 improvements, shall be repaired within 4 years of completion of the Initial Video Analysis. If the

1 City fails to complete repair of any sewer lines that are detected as being in need of such repairs
2 within 4 years from the date of completion of the Initial Video Analysis, the City shall pay the
3 Suspended Civil Liability amount listed in section 4.3 above, as set forth in section 4.4 above, and
4 a stipulated penalty of one-thousand dollars (\$1,000) for every day that the repairs remain
5 incomplete.

6 **6.3. Sewer Lines Designated With A PACP Condition Grade of 4 After Initial**
7 **Video Analysis**

8 Any City sewer lines that are detected as being in need of repair on the Initial Video
9 Analysis of the sanitary sewer system and designated and prioritized as having a PACP repair
10 condition grade of 4 under the NASSCO PACP grading system for condition-based capital
11 improvements, shall be repaired within 10 years of completion of the Initial Video Analysis. If
12 the City fails to complete repairs of any sewer lines that are detected as being in need of such
13 repairs within 10 years from date of completion of the Initial Video Analysis, the City shall pay
14 the Suspended Civil Liability amount listed in section 4.3 above, as set forth in section 4.4 above,
15 and a stipulated penalty of one-thousand dollars (\$1,000) for every day that the repairs remain
16 incomplete.

17 **6.4. Modification of Initial Video Analysis Repairs**

18 If the City determines that it cannot meet the schedule for the repairs discovered in the
19 Initial Video Analysis, then it may meet and confer with the Regional Board and attempt to
20 modify the schedule. If the parties are then unable to resolve any disputes, the City may bring a
21 noticed motion seeking judicial relief or modification of the schedule. Any change in the timing
22 of these repairs will not affect the City's obligations under sections 5, 7.2 and 7.3 of this Consent
23 Judgment. If the City fails to comply with this term of this Consent Judgment, the Regional
24 Board may seek the Suspended Civil Liability by noticed motion as described in section 16 of this
25 Consent Judgment, including any necessary meet and confer.

26 **7. ONGOING VIDEO ANALYSIS OF THE SEWER SYSTEM**

27 The City shall complete ongoing video analyses of its sanitary sewer system every five
28 years following completion of the Initial Video Analysis (Ongoing Video Analysis) until the

1 completion of Terms 5, 6.2, 6.3, 7.2, 7.3 and 11 under this Consent Judgment. The Ongoing
2 Video Analysis shall be conducted by individual(s) certified in the National Association of Sewer
3 Service Companies' (NASSCO) Pipeline Assessment & Certification Program (PACP) and will
4 use standard PACP coding and condition grading procedures. If the City fails to complete the
5 Ongoing Video Analysis in the time stated, then the City shall pay a stipulated penalty of one-
6 thousand dollars (\$1,000) per day for each day overdue until the analysis is complete.

7 **7.1. Routine Maintenance**

8 The City shall complete Routine Maintenance discovered by the Ongoing Video Analysis
9 of its sanitary sewer system within 15 days of the date of discovery. If the City fails to complete
10 the Routine Maintenance discovered by any Ongoing Video Analysis of its sanitary sewer system
11 within 15 days of the date of discovery, then the City shall pay a stipulated penalty of one-
12 thousand dollars (\$1,000) for every day that the repairs remain incomplete.

13 **7.2. Sewer Lines Designated With A PACP Condition Grade of 5 After Ongoing**
14 **Video Analysis**

15 Any City sewer lines that are detected as being in need of repair by the Ongoing Video
16 Analysis of the sanitary sewer system and designated and prioritized as having a PACP repair
17 condition grade of 5 under the NASSCO PACP grading system for condition-based capital
18 improvements, shall be repaired within 6 years of entry of this Consent Judgment, or within 1
19 year of detection, whichever occurs later. If the City fails to complete repair of any sewer lines
20 that are detected as being in need of such repairs within 6 years from the date of entry of this
21 Consent Judgment, or within 1 year of detection, the City shall pay the Suspended Civil Liability
22 amount listed in section 4.3 above, as set forth in section 4.4 above, and a stipulated penalty of
23 one-thousand dollars (\$1,000) for every day that the repairs remain incomplete.

24 **7.3. Sewer Lines Designated With A PACP Condition Grade of 4 After Ongoing**
25 **Video Analysis**

26 Any City sewer lines that are detected as being in need of repair by the Ongoing Video
27 Analysis of the sanitary sewer system and designated and prioritized as having a PACP repair
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1 condition grade of 4 under the NASSCO PACP grading system for condition-based capital
2 improvements, shall be completed within 10 years of entry of this Consent Judgment, or within 2
3 years of detection, whichever occurs later. If the City fails to complete repairs of any sewer
4 mains that are detected as being in need of such repairs within 10 years of entry of this Consent
5 Judgment, or within 2 years of detection, the City shall pay the Suspended Civil Liability amount
6 listed in section 4.3 above, as set forth in section 4.4 above, and a stipulated penalty of one-
7 thousand dollars (\$1,000) for every day that the repairs remain incomplete.

8 **7.4. Modification of Ongoing Video Analysis Repairs**

9 If the City determines that it cannot meet the schedule for the repairs discovered by the
10 Ongoing Video Analysis, then it may meet and confer with the Regional Board and attempt to
11 modify the schedule. If the parties are then unable to resolve any disputes, the City may bring a
12 noticed motion seeking judicial relief or modification of the schedule. Any change in the timing
13 of these repairs will not affect the City's obligations under sections 5, 6.2 and 6.3 of this Consent
14 Judgment. If the City fails to comply with this term of this Consent Judgment, the Regional
15 Board may seek the suspended civil penalty by noticed motion as described in section 16 of this
16 Consent Judgment, including any necessary meet and confer.

17 **8. SUBMITTAL OF QUARTERLY REPORTS**

18 The City shall submit quarterly reports to the Regional Board with the most up-to-date
19 information on the progress the City is making on the Planned Capital Improvement Projects,
20 Sewer Master Plan Projects, Additional Projects, Initial Video Analysis, Ongoing Video Analysis
21 and any maintenance or repairs pursuant to sections 5, 6, 6.1, 6.2, 6.3, 6.4, 7, 7.1, 7.2, 7.3 and 7.4
22 of this Consent Judgment. The quarterly reports shall also include the most up to date
23 information on the implementation of the City's root control program, FOG control program, and
24 hot spot program pursuant to sections 12, 13 and 14 below. These quarterly reports shall be due
25 on February 1, May 1, August 1, and November 1 of each year following entry of this Consent
26 Judgment. If the City fails to submit the quarterly reports to the Regional Board on or before the
27 dates listed in this section, then the City shall pay a stipulated penalty of one-thousand dollars
28 (\$1,000) per day that any quarterly reports are overdue.

1 **9. REPORTS ON COMPLETED PROJECTS**

2 When the City has completed any of the projects listed in Exhibit B, it shall submit a
3 report to the Regional Board that shall state what work has been completed (Projects Completion
4 Report). The Regional Board shall have 90 days to review any Projects Completion Report. If
5 the Regional Board finds that any of the work listed in the Projects Completion Report is
6 incomplete, or any work required by this Consent Judgment to be in the Projects Completion
7 Report is incomplete, then the Regional Board shall inform the City within those 90 days and
8 shall meet and confer regarding what work is outstanding. The City shall not be required to pay
9 any Suspended Civil Liability or stipulated penalty amount during the 90 days that the Regional
10 Board is reviewing any Projects Completion Report. If a dispute regarding whether or not the
11 City has completed its projects remains following the meet and confer, then the Regional Board
12 shall seek any Suspended Civil Liability pursuant to the procedures set forth in section 16 of this
13 Consent Judgment.

14 **9.1 Reports On Completed Video Analyses, Maintenance And Repairs**

15 When the City has completed any video analysis, maintenance or repairs pursuant to
16 sections 6, 6.2, 6.3, 6.4, 7, 7.2, 7.3 and 7.4 of this Consent Judgment, it shall submit a report to
17 the Regional Board that shall state what work has been completed (Video and Maintenance
18 Completion Reports). Any Routine Maintenance pursuant to sections 6.1 or 7.1 of this Consent
19 Judgment shall not be subject to any Video and Maintenance Completion Reports. The Regional
20 Board shall have 90 days to review any Video and Maintenance Completion Reports. If the
21 Regional Board finds that any of the work required by sections 6, 6.2, 6.3, 6.4, 7, 7.2, 7.3 and 7.4
22 of this Consent Judgment and contained in any Video and Maintenance Completion Report is
23 incomplete, then the Regional Board shall inform the City within those 90 days and shall meet
24 and confer regarding what work is outstanding. The City shall not be required to pay any
25 Suspended Civil Liability or stipulated penalty amount during the 90 days that the Regional
26 Board is reviewing any Video and Maintenance Completion Report. If a dispute regarding
27 whether or not the City has completed any of the work contained in any Video and Maintenance
28 Completion Report remains following the meet and confer, then the Regional Board shall seek

1 any Suspended Civil Liability or stipulated penalty pursuant to the procedures set forth in section
2 16 of this Consent Judgment.

3 **10. ASSET MANAGEMENT SOFTWARE PROGRAM**

4 As an enhanced compliance project, the City shall acquire a subscription to, and enter into
5 an agreement for, an asset management software program for its sewer system within 120 days of
6 entry of this Consent Judgment (Enhanced Compliance Project). If the City fails to complete its
7 Enhanced Compliance Project within 120 days of entry of this Consent Judgment, the City shall
8 pay a stipulated penalty of one-thousand dollars (\$1,000) per day that the Enhanced Compliance
9 Project is incomplete.

10 **11. FLOW AND CAPACITY STUDY**

11 The City shall complete a System Flow Monitoring and Capacity Analysis, which shall
12 include flow monitoring during two rainy seasons following completion of the projects identified
13 in section 5 above. If the City does not complete this study within 12 years of entry of this
14 Consent Judgment, then the City shall pay a stipulated penalty of one-thousand dollars (\$1,000)
15 per day that the study is incomplete.

16 **12. FATS OILS AND GREASE CONTROL PROGRAM**

17 The City shall implement a FOG control program. If the City fails to implement a FOG
18 control program within 30 days of entry of this Consent Judgment, then the City shall pay a
19 stipulated penalty of one-thousand dollars (\$1,000) for every day that it fails to implement the
20 program.

21 **13. HOT SPOTS**

22 The City shall inspect locations in its sanitary sewer system known to the City to require
23 more frequent attention due to historic performance issues (Hot Spots) every 90 days and
24 complete all required Routine Maintenance within 15 days of determining that any Routine
25 Maintenance is necessary. If the City fails to inspect its known Hot Spots every 90 days or fails
26 to complete all required Routine Maintenance at its Hot Spots within 15 days of determining that
27 any Routine Maintenance is necessary, then the City shall pay a stipulated penalty of one-
28 thousand dollars (\$1,000) for every day beyond 90 days that the Hot Spots are not inspected and

1 one-thousand dollars (\$1,000) for every day beyond 15 days of determining that any Routine
2 Maintenance is necessary that the required Routine Maintenance is not complete.

3 **14. ROOT CONTROL PROGRAM**

4 The City shall implement a root control program. If the City fails to implement a root
5 control program after 30 days of entry of this Consent Judgment, then the City shall pay a
6 stipulated penalty of one-thousand dollars (\$1,000) for every day that it fails to continue to
7 implement the program.

8 **15. STAFF TRAINING**

9 The City shall make its best efforts to train and certify its staff through the California Water
10 Environment Association in collection system maintenance. All new hires in the sewer
11 maintenance crew shall be required to receive such certification and training, provided it does not
12 interfere with their Union contracts.

13 **16. ENFORCEMENT AND PENALTIES**

14 **16.1. Procedure**

15 The Regional Board may move this Court to enforce any provision of this Consent
16 Judgment and to award other appropriate relief, including penalties for violations of sections 4
17 through 14 above and sections 18 through 24 below, by serving and filing a regularly noticed
18 motion in accordance with Code of Civil Procedure section 1005 (Enforcement Motion). The
19 City may file an opposition, and the Regional Board may file a reply, both also in accordance
20 with Code of Civil Procedure section 1005. At least ten (10) business days before filing an
21 Enforcement Motion under this Consent Judgment, the Regional Board must meet and confer
22 with the City to attempt to resolve the matter without judicial intervention. To ensure that the
23 “meet and confer” is as productive as possible, the Regional Board will identify, as specifically as
24 the available information allows, the specific instances and dates of non-compliance and the
25 actions that the Regional Board believes the City must take to remedy that non-compliance.

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1 **17. FORCE MAJEURE**

2 **17.1.** Any event (which may include an act or an omission) that is beyond the City's
3 control and that prevents the City from timely performing any obligation under this Consent
4 Judgment, despite the City's reasonable best efforts, is a "Force Majeure" event. Force Majeure
5 does not include the City's financial inability to fund or complete the obligation or circumstances
6 that the City could have avoided if it had complied with preventative requirements imposed by
7 law, regulation or ordinance.

8 **17.2.** If any Force Majeure event occurs that may prevent or delay the City's
9 performance of any obligation under this Consent Judgment, within ten (10) business days of
10 when the City first receives reasonable notice of the event, it shall provide to the Regional Board
11 a written explanation and description of the event; the anticipated duration of any delay; all
12 actions the City has taken or will take to prevent or minimize the delay or other noncompliance
13 and a schedule of such actions; and the rationale for categorizing the event as a Force Majeure. In
14 addition, the City shall provide all available non-privileged, material, factual documentation
15 supporting a Force Majeure claim.

16 **17.3.** Within fourteen (14) days of receiving the notice set forth in section 17.2, the
17 Regional Board shall notify the City in writing whether it agrees with its assertion of Force
18 Majeure. If the Regional Board agrees that the prevention of performance or anticipated
19 prevention of performance or delay or anticipated delay is attributable to Force Majeure, the
20 City's performance will be excused to such degree as the Regional Board and the City agree, or
21 the time for performance of its obligations under this Consent Judgment that are affected by Force
22 Majeure will be excused to such degree, or extended for such time, as the Regional Board and the
23 City agree is necessary to complete those obligations.

24 **17.4.** If the City and the Regional Board disagree about the existence or effect of Force
25 Majeure, either the City or the Regional Board may petition the Court to resolve the dispute. If
26 either the City or the Regional Board petitions the Court to resolve the Force Majeure dispute, it
27 will neither preclude nor prejudice the Regional Board from bringing a motion to enforce this
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1 Consent Judgment as provided in this Consent Judgment, nor will it preclude nor prejudice the
2 City's ability to oppose such a motion. Alternatively, the City may raise Force Majeure as a
3 defense to a motion to enforce. In all instances, the City shall have the burden of proof to
4 demonstrate Force Majeure.

5 **18. SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

6 The City shall update its SSMP within 180 days of entry of this Consent Judgment (Initial
7 Update). Further, the City shall update its SSMP every 5 years following that Initial Update. The
8 City shall pay a stipulated penalty of one-thousand dollars (\$1,000) for every day following 180
9 days of entry of this Consent Judgment that the SSMP is not updated. Further, the City shall pay
10 a stipulated penalty of \$1,000 for every day that the SSMP is not updated following 5 years of
11 that Initial Update.

12 **19. PURCHASE OF A VACTOR TRUCK**

13 It is the Regional Board's understanding that the City has purchased an additional vactor
14 truck. The City shall provide proof of purchase within 30 days of entry of this Consent Judgment.
15 The City shall pay a stipulated penalty of one-thousand dollars (\$1,000) for every day following
16 30 days of entry of this Consent Judgment that it fails to provide such proof of purchase.

17 **20. PURCHASE OF CLOSED CIRCUIT TELEVISION SEWER EQUIPMENT**

18 The City shall purchase closed circuit television sewer equipment within 30 days of entry of
19 this Consent Judgment. The City shall pay a stipulated penalty of one-thousand dollars (\$1,000)
20 for every day following 30 days of entry of this Consent Judgment that it fails to purchase closed
21 circuit television sewer equipment.

22 **21. CALIFORNIA INTEGRATED WATER QUALITY SYSTEM (CIWQS)**
23 **SANITARY SEWER OVERFLOW (SSO) REPORTING**

24 The City shall report any SSOs to the Regional Board by entering such spills into the
25 CIWQS database in accordance with the current (or future amended) WDR and its associated
26 Monitoring and Reporting Program (MRP). The City shall pay a stipulated penalty of one-
27 thousand dollars (\$1,000) for every day following the due dates listed in the MRP (attached
28 hereto as Exhibit C) that the City does not report applicable SSOs to the Regional Board.

1 **22. CIWQS NO SPILL REPORTING**

2 The City shall provide to the Regional Board through the CIWQS program a certification of
3 no SSOs (“No Spill” Certification) for any calendar month in which there are no SSOs in
4 accordance with the WDR and MRP. Such certification shall be made within the timeframes
5 specified in the MRP. The City shall pay a stipulated penalty of one-thousand dollars (\$1,000)
6 for every day following the due dates specified in the MRP in which the City does not make a
7 “No Spill” Certification when one is required.

8 **23. CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal OES) SPILL**
9 **NOTIFICATION**

10 The City shall notify the Cal OES of SSOs in accordance with the WDR and MRP. The
11 City shall pay a stipulated penalty of one-thousand dollars (\$1,000) for every day following the
12 due dates specified in the MRP for any applicable SSO in which the City fails to notify OES.

13 **24. ADDITIONAL FULL TIME STAFF**

14 The City has agreed to hire two (2) additional full time staff within the City’s sewer
15 maintenance division. The City shall hire two (2) additional full time staff within the City’s
16 sewer maintenance division within 120 days of entry of this Consent Judgment. The City shall
17 pay a stipulated penalty of one-thousand dollars (\$1,000) for every day following 120 days of
18 entry of this Consent Judgment that it fails to hire two (2) additional full time staff within the
19 City’s sewer maintenance division.

20 **25. PUBLIC COMMENT**

21 The Parties agree and acknowledge that the Regional Board’s final approval of this Consent
22 Judgment is subject to the requirements of notice and comment pursuant to federal and state
23 requirements. Section 123.27(d)(2) of Title 40, Code of Federal Regulations, provides that notice
24 of the proposed settlement be given to the public and that the public shall have at least thirty (30)
25 days after the notice to submit comments on the proposal. The Regional Board will publish
26 notice on the Regional Board website after the Consent Judgment is lodged with the Court. The
27 Regional Board reserves the right to withdraw or withhold its consent, prior to entry of the
28 Consent Judgment, if the comments received disclose information or considerations that indicate

1 that the Consent Judgment is inappropriate, improper, or inadequate. The City agrees not to
2 withdraw from, oppose entry of, or to challenge any provision of this Consent Judgment, unless
3 the Regional Board notifies the City in writing that it no longer supports entry of this Consent
4 Judgment.

5 **26. NOTICE**

6 All submissions and notices required by this Consent Judgment shall be sent to:

7 For the Regional Board:

8 Russ Colby
9 Los Angeles Regional Water Quality Control Board
10 320 West Fourth Street, Suite 200
11 Los Angeles, California 90013

12 Noah Golden-Krasner
13 Deputy Attorney General
14 Office of the Attorney General
15 300 South Spring Street, Ste 1702
16 Los Angeles, California 90013

17 For the City:

18 Office of the City Attorney
19 City of Compton
20 Attn: Craig J. Cornwell
21 205 S. Willowbrook Ave.
22 Compton, CA 90220

23 Any Party may change its notice name and address by informing the other Party in writing,
24 but no change is effective until it is received by the other Party. All notices and other
25 communications required or permitted under this Consent Judgment that are properly addressed
26 as provided in this Section are effective upon delivery if delivered personally or by overnight
27 mail, or are effective five (5) days following deposit in the United States mail, postage prepaid, if
28 delivered by mail.

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1 **27. CONSENT TO INSPECTION OF FACILITIES AND DOCUMENTS**

2 **27.1. Documents**

3 On reasonable notice, the City shall permit any duly authorized representative of the
4 Regional Board to inspect and copy any documents in the City's possession that relate to this
5 Consent Judgment, to determine whether the City is in compliance with the terms of this Consent
6 Judgment. Nothing in this section is intended to require access to or production of any documents
7 that are protected by the attorney-client privilege, attorney work product doctrine or any other
8 applicable privilege afforded to the City under law.

9 **27.2. Facilities**

10 On reasonable notice, the City shall permit any duly authorized representative of the
11 Regional Board to inspect its sewer system facilities including, but not limited to, sewer mains,
12 manholes, Hot Spots, Routine Maintenance areas, and any other City facility involved in this
13 Consent Judgment

14 **28. NECESSITY FOR WRITTEN APPROVALS**

15 All approvals and decisions of the Regional Board under the terms of this Consent
16 Judgment shall be communicated to the City in writing. No oral advice, guidance, suggestions, or
17 comments by employees or officials of the Regional Board regarding submissions or notices shall
18 be construed to relieve the City of its obligation to obtain any final written approval required by
19 this Consent Judgment.

20 **29. EFFECT OF JUDGMENT**

21 Except as expressly provided in this Consent Judgment, nothing in this Consent Judgment
22 is intended nor shall it be construed to preclude the Regional Board, or any state, county, or local
23 agency, department, board or entity, or any Certified Unified Program Agency, from exercising
24 its authority under any law, statute or regulation.

25 **30. LIABILITY OF REGIONAL BOARD**

26 The Regional Board shall not be liable for any injury or damage to persons or property
27 resulting from acts or omissions by the City, its directors, officers, employees, agents,
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1 representatives or contractors in carrying out activities pursuant to this Consent Judgment, nor
2 shall the Regional Board be held as a party to or guarantor of any contract entered into by the
3 City, its directors, officers, employees, agents, representatives or contractors, in carrying out the
4 requirements of this Consent Judgment.

5 **31. NO WAIVER OF RIGHT TO ENFORCE**

6 The failure of the Regional Board to enforce any provision of this Consent Judgment shall
7 neither be deemed a waiver of such provision nor in any way affect the validity of this Consent
8 Judgment. The failure of the Regional Board to enforce any such provision shall not preclude it
9 from later enforcing the same or any other provision of this Consent Judgment. No oral advice,
10 guidance, suggestions, or comments by employees or officials of any Party regarding matters
11 covered in this Consent Judgment shall be construed to relieve any Party of its obligations under
12 this Consent Judgment.

13 **32. FUTURE REGULATORY CHANGES**

14 Nothing in this Consent Judgment shall excuse the City from meeting any more stringent
15 requirements that may be imposed by changes in the applicable law.

16 **33. APPLICATION OF CONSENT JUDGMENT**

17 Upon entry, this Consent Judgment shall apply to and be binding upon the Regional Board
18 and the City, and their employees, agents, successors, and assigns.

19 **34. AUTHORITY TO ENTER CONSENT JUDGMENT**

20 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
21 Party he or she represents to enter into this Consent Judgment, to execute it on behalf of the Party
22 represented and legally to bind that Party.

23 **35. RETENTION OF JURISDICTION**

24 **35.1** The Parties agree that this Court has exclusive jurisdiction to interpret and enforce
25 the Consent Judgment. The Court shall retain continuing jurisdiction to enforce the terms of this
26 Consent Judgment and to address any other matters arising out of or regarding this Consent
27 Judgment. The Parties shall meet and confer prior to the filing of any motion relating to this
28

1 Consent Judgment, including any Enforcement Motion pursuant to section 16 above, and shall
2 negotiate in good faith in an effort to resolve any dispute without judicial intervention.

3 **35.2** This Consent Judgment shall go into effect immediately upon entry thereof. Entry
4 is authorized by Stipulation of the Parties upon filing.

5 **36. PAYMENT OF LITIGATION EXPENSES AND FEES**

6 The City shall pay its own attorney fees and costs and all other costs of litigation and
7 investigation incurred to date.

8 **37. INTERPRETATION**

9 This Consent Judgment was drafted equally by all Parties. The Parties agree that the rule of
10 construction holding that ambiguity is construed against the drafting Party shall not apply to the
11 interpretation of this Consent Judgment.

12 **38. COUNTERPART AND FACSIMILE SIGNATURES**

13 This Consent Judgment may be executed by the Parties in counterparts, by Portable
14 Document Format (PDF), and facsimiles, each of which shall be deemed an original, and all of
15 which, when taken together, shall constitute one and the same document.

16 **39. INTEGRATION**

17 This Consent Judgment constitutes the entire agreement between the Parties and may not be
18 amended or supplemented except as provided for in the Consent Judgment.

19 **40. MODIFICATION OF CONSENT JUDGMENT**

20 This Consent Judgment may be modified only by the Court, or upon written consent by the
21 Parties and the approval of the Court.

22 **41. TERMINATION OF CONSENT JUDGMENT**

23 This Consent Judgment will expire and be of no further effect after the City has completed
24 all work contemplated by sections 5, 6, 6.2, 6.3, 7.2, 7.3 and 11 of this Consent Judgment, the
25 Regional Board has agreed that such work is complete, and the City has paid all penalties as
26 required by this Consent Judgment.

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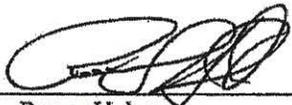
42. FINAL JUDGMENT

Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment by the Court as to the Parties.

IT IS SO STIPULATED.

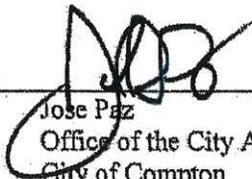
FOR DEFENDANT CITY OF COMPTON:

Dated: ~~March~~ April 28, 2016

By: 
Roger Haley
City Manager
City of Compton

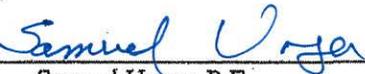
APPROVED AS TO FORM:

Dated: ~~March~~ April 28, 2016

By: 
Jose Paz
Office of the City Attorney
City of Compton

FOR PLAINTIFF PEOPLE OF THE STATE OF CALIFORNIA EX REL. THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION:

Dated: ~~March~~ May 5, 2016

By: 
Samuel Unger, P.E.
Executive Officer
California Regional Water Quality Control Board, Los Angeles Region

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APPROVED AS TO FORM:

Dated: May 4, 2016

KAMALA D. HARRIS
Attorney General of the State of California
GARY E. TAVETIAN,
Supervising Deputy Attorney General
NOAH GOLDEN-KRASNER,
Deputy Attorney General



Noah Golden-Krasner
Deputy Attorney General
Attorney for Plaintiff
Regional Water Quality Control Board,
Los Angeles Region

IT IS HEREBY ORDERED:

Entered this _____ day of _____, 2016.

Judge of the Superior Court of Los Angeles County

Exhibit A

Exhibit A
City of Compton
Sanitary Sewer Overflows

CIWQS Event ID	SSO Category	Start Date	SSO Address	Impacted Surface Water	Volume of SSO (gallons)	Volume to SW (gallons)
NA	NA	12/05/10	Unknown - Unreported	Unknown	Unk.	Unk.
NA	NA	04/11/11	Unknown - Unreported	Unknown	500	Unk.
788751	Category 1	08/10/11	Spruce St.	Compton Creek	900	300
788788	Category 1	02/11/12	1400 Rosecrans Ave.	Compton Creek	6,375	4,500
NA	NA	10/06/12	Unknown - Unreported	Unknown	60	Unk.
792410	Category 1	02/26/13	Center St. and Cypress Ave.	Compton Creek	5,355	4,855
798273	Category 1	08/20/13	Dwight Ave. and Compton Blvd.	Compton Creek	750	350
799595	Category 1	10/07/13	Center St. and Cypress Ave.	Compton Creek	750	150
			Total =		44,570 gals.	14,524 gals.

Exhibit B

EXHIBIT B
Planned Capital Improvement, Sewer Master Plan and Additional Projects

<u>Phase</u>	<u>Number</u>	<u>Locations</u>	<u>Length (ft)</u>	<u>Due Date</u>
<i>Planned Capital Improvement Projects</i>				
1	CIP 10-10	Wilmington/Alondra Area Sewer Restoration	39,000	12/31/2016
2	CIP 10-4	Fruit Town Sewer Replacement (Oleander)	11,000	12/31/2017
3	CIP 10-5	Willowbrook Culver Sewer Replacement	5,000	12/31/2018
	CIP 10-18	Compton/Wilmington Area Sewer Replacement	10,000	
4	CIP 10-21	Pearl Avenue Sewer Replacement	9,600	12/31/2019

EXHIBIT B
Planned Capital Improvement, Sewer Master Plan and Additional Projects

<u>Phase</u>	<u>Number</u>	<u>Locations</u>	<u>Length (ft)</u>	<u>Due Date</u>
<i>Sewer Master Plan Projects</i>				
5	1-1	Myrrh & Mid of Williams and Gibson to North 1156 ft	1,156	12/31/2022
	1-2	Laurel & Harris to South to South 663 ft	663	
	1-3	Rosecrans between Castlegate & Cookace to West	682	
	2-6	218 ft S. Cypress and Appila to South 398 ft	398	
	2-7	Laurel and Sherrer to SE 248 ft	248	
	3-12	Rosecrans & Oleander to East 677 ft	677	
	3-15	Rosecrans & Acacia to East 400 ft	400	
	4-17	Grandee & 136th to East 268 ft	268	
	4-18	Compton & Willowbrook to East 544 ft	544	
	4-20	Caldwell and Wilmington to North 184 ft	184	
6	5-22	Poplar & Oleander to East 2171 ft	2,171	12/31/2023
	5-26	Palmer & Tamerind to East 204 ft	204	
	5-27	325 ft S of Willowbrook to East 482 ft	482	
	5-28	240 ft N of Elm & Willowbrook to South 1545 ft	1,545	
	5-29	Popular & Tamarind to East 250 ft	250	
	5-30	Elm & Willowbrook to East 782 ft	782	
	5-31	Carson PI & Alameda to West 182 ft	182	
	5-32	190 ft S of Carson PI & Alameda to West 170	170	
	6-33	Spruce & Pacific to West 150 ft	150	
	6-34	Rosecrans & Pacific to West 1219 ft	1,219	
	6-35	Rosecrans & Tajauta to West 1022 ft	1,022	
	6-36	Rosecrans & Parmalee to West 461 ft	461	
	6-37	Rosecrans & Central to East 103 ft	103	
	6-40	Palmer & Wilmington to West 397 ft	397	
6-41	185 ft W of Poplar & Paulson to East 377 ft	377		
6-42	93 ft W of Compton & Nester to South 50 ft	50		
7	7-44	136th & Slater to East 61 ft	61	12/31/2024
	7-45	134th & Slater to East 880 ft	880	
	7-46	134th & Bahama to NE, then North to Central 1052 ft	1,052	
	7-47	South of 134th & Central to East 1241 ft	1,241	
	8-48	Laurel & Santa Fe to North 325 ft	325	
	8-49	350 ft N of Myrrh & Santa Fe to South 777 ft	777	
	8-50	Alondra & Santa Fe to North 599 ft	599	
	8-51	157 ft W of Alondra & Chester to South 1328 ft	1,328	
	9-52	134th & Salinas to East 1308 ft	1,308	
	9-53	139th & McKinley to North 1632 ft	1,632	
	9-54	139th & McKinley to West 473 ft	473	
	10-55	Compton & Bullis East 5 ft	5	
10-56	Alondra & Long Beach to North 518 ft	518		

EXHIBIT B
Planned Capital Improvement, Sewer Master Plan and Additional Projects

<u>Phase</u>	<u>Number</u>	<u>Locations</u>	<u>Length (ft)</u>	<u>Due Date</u>
<i>Additional Projects</i>				
NA	-	CCTV Equipment	NA	30 days of entry of Judgment
NA	-	Vactor Truck (Purchased)	NA	11/30/2014
NA	-	Root Control Program	NA	30 days of entry of Judgment
NA	-	Fats, Oil and Grease Control Program (FOG)	NA	60 days of entry of Judgment

Exhibit C

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <u>any volume</u> resulting from an enrollee's sanitary sewer system failure or flow condition that: <ul style="list-style-type: none"> • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from an enrollee's sanitary sewer system failure or flow condition that <u>do not</u> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <u>within a privately owned sewer lateral</u> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	<ul style="list-style-type: none"> • Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number. 	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	<ul style="list-style-type: none"> • Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. • Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. • Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. • SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. • "No Spill" Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. • Collection System Questionnaire: Update and certify every 12 months. 	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee's Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	<ul style="list-style-type: none"> • Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters. 	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING (see section E of MRP)	<ul style="list-style-type: none"> • SSO event records. • Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume. 	Self-maintained records shall be available during inspections or upon request.

B. NOTIFICATION REQUIREMENTS

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
 - i. Name of person notifying Cal OES and direct return phone number.
 - ii. Estimated SSO volume discharged (gallons).
 - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
 - iv. SSO Incident Description:
 - a. Brief narrative.
 - b. On-scene point of contact for additional information (name and cell phone number).
 - c. Date and time enrollee became aware of the SSO.
 - d. Name of sanitary sewer system agency causing the SSO.
 - e. SSO cause (if known).
 - v. Indication of whether the SSO has been contained.
 - vi. Indication of whether surface water is impacted.
 - vii. Name of surface water impacted by the SSO, if applicable.
 - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
 - ix. Any other known SSO impacts.
 - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

C. REPORTING REQUIREMENTS

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.
3. **SSO Categories**
 - i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that:
 - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
 - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
 - ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee's sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
 - iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**
 - i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
 - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
 - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at CIWQS@waterboards.ca.gov or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
 2. SSO Location Name.
 3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
 4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
 5. Whether or not the SSO reached a municipal separate storm drain system.
 6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
 7. Estimate of the SSO volume, inclusive of all discharge point(s).
 8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
 9. Estimate of the SSO volume recovered (if applicable).
 10. Number of SSO appearance point(s).
 11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
 12. SSO start date and time.
 13. Date and time the enrollee was notified of, or self-discovered, the SSO.
 14. Estimated operator arrival time.
 15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
 16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
 2. SSO end date and time.
 3. SSO causes (mainline blockage, roots, etc.).
 4. SSO failure point (main, lateral, etc.).
 5. Whether or not the spill was associated with a storm event.
 6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
 7. Description of spill response activities.
 8. Spill response completion date.
 9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
 11. Whether or not health warnings were posted as a result of the SSO.
 12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
 13. Name of surface water(s) impacted.
 14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
 15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
 16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
 17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**
- These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
- iii. **Collection System Questionnaire**
- The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
- iv. **SSMP Availability**
- The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
1001 I Street, 15th Floor, Sacramento, CA 95814

D. WATER QUALITY MONITORING REQUIREMENTS:

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
 - i. Ammonia
 - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

E. RECORD KEEPING REQUIREMENTS:

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
 - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
 - b. Date and time the complainant or informant first noticed the SSO.
 - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
 - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
 - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
 - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
 4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
 - i. Supervisory Control and Data Acquisition (SCADA) systems
 - ii. Alarm system(s)
 - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

F. CERTIFICATION

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

7/30/13

Date



Jeanine Townsend
Clerk to the Board