

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

In the Matter of:)
)
City of Calexico, Owner/Operator) **Order R7-2012-0049**
Water Pollution Control Plant.)
) **Settlement Agreement and Stipulation for**
Complaint R7-2012-0036 for) **Entry of Order**
Administrative Civil Liability)

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (“Stipulation”) is entered into by and between the Regional Water Quality Control Board Prosecution Staff (“Prosecution Staff”) and the City of Calexico, (the “Discharger”) (collectively “Parties”) and is presented to the California Regional Water Quality Control Board, Colorado River Basin Region (“Regional Water Board”) for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Amended Administrative Civil Liability Complaint R7-2012-0036 dated June 12, 2012 (the “Complaint”).

Section II: Recitals

1. The Discharger owns and operates a municipal Water Pollution Control Plant (WPCP) located at 298 West 2nd Street, Calexico, California 92231 that provides sewerage service to the City of Calexico. According to the Report of Waste Discharge (ROWD) submitted by the Discharger and dated July 17, 2008, the WPCP has a designed capacity of 4.3 million gallons per day (MGD). Treated wastewater from the WPCP is discharged from Outfall 001 to the New River, and ultimately to the Salton Sea. The New River and Salton Sea are waters of the United States.
2. The Complaint, as issued, recommends imposing mandatory minimum penalties (“MMPs”) in the amount of \$6,000 for violations of the effluent limitations for BOD₅, copper, and bacteria set forth in WDRs Board Order R7-2009-0018 on five times October 6, 2010 and continuing through August 31, 2011 (“Alleged ACL Violations”). The Alleged ACL Violations addressed by this Stipulation are detailed in Table 1, Attachment “A”, which is attached hereto and incorporated herein by reference.

3. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team believes that the resolution of the Alleged ACL Violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the Alleged ACL Violations except as provided in this Stipulation and that this Stipulation is in the best interest of the public.
4. To resolve by consent and without further administrative proceedings the Alleged ACL Violations, the Parties have agreed to the imposition of \$6,000 in mandatory minimum penalties against the Discharger. The Discharger has elected to expend \$3,000 penalty on a supplemental environmental project in accordance with California Water Code 13385 (l)(1). The Discharger shall pay a total of \$3,000 to the State Water Resources Control Board Cleanup and Abatement Account. The remaining \$3,000 in mandatory minimum penalties shall be suspended upon completion of a Supplemental Environmental Project ("SEP") as set forth in this Stipulation and Order.

Section III: Stipulations

5. The Parties incorporate Paragraphs 1 through 4, by this reference, as if set forth fully herein, and stipulate to the following.
6. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of MMPs totaling \$3,000 as set forth in Paragraph 4 of Section II herein. Within 30 days of the issuance of the Order, the Discharger agrees to pay a total of \$3,000 to the State Water Resources Control Board Cleanup and Abatement Account. Further, the Parties agree that \$3,000 in MMPs shall be suspended ("Suspended Liability") pending completion of a SEP, as set forth in Paragraphs 7 through 17 of Section III herein and Attachment "B" attached hereto and incorporated by reference.
7. **SEP Description:** The Parties agree that this resolution includes the performance of a SEP as provided for as follows:
Project LEARN SEP: The project is Leading, Educating, and Advocating Residents on the New River Strategic Plan. The overall goal of the SEP is to provide an aggressive community education and empowerment campaign utilizing the cultural sensitive recommendations called for in the New River Strategic Plan. Detailed plans for achieving the goal are provided in Attachment "B" included herein as part of this SEP description.

8. **SEP Completion Date:** The SEP shall be concluded by March 31, 2013 ("SEP Completion Date"). A final report shall be provided to the Regional Water Board and the State Water Resources Control Board's Division of Financial Assistance by May 31, 2013, as described in Paragraph 13.
9. **Agreement of Discharger to Fund, Report and Guarantee Implementation of the SEP:** The Discharger represents that: (1) it will fund the SEP in the amount as described in this Stipulation; (2) it will provide certifications and written reports to the Regional Water Board consistent with the terms of this Stipulation detailing the implementation of the SEP; (3) it will attach a cover letter to each certification or written report that clearly identifies the Discharger, WDID number, and ACL Order R7-2012-0049; and (4) it will guarantee implementation of the SEP identified in Attachment "B" by remaining liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.
10. **Representation of the Discharger:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents that it will utilize the Suspended Liability to implement the Project LEARN SEP in accordance with this Stipulation and Order and Attachment "B". The Discharger understands that its promise to implement the SEP, in its entirety is a material condition of this settlement of liability between the Discharger and the Regional Water Board. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the New River Wetlands Project SEP.
11. **Oversight of SEPs:** The Discharger will oversee implementation of the SEPs. Additional oversight of the SEPs will be provided by the Regional Water Board. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Regional Water Board to oversee the SEPs. The SEPs oversight costs are in addition to the total administrative civil liability imposed against the Discharger and are not credited toward the Discharger's obligation to implement and complete the SEPs. Reasonable oversight tasks to be performed by the Regional Water Board include but are not limited to, updating CIWQS, reviewing and evaluating progress, reviewing the final report, verifying completion of the SEPs.
12. **SEP Progress Reports:** The Discharger shall provide quarterly reports of the progress of implementing the SEP to Doug Wylie, Senior Water Resource Control Engineer, and the State Water Resources Control Board's Division of Financial Assistance, commencing 90 days after this Stipulation becomes final and continuing through submittal of the final reports described below in Paragraph 13. If no activity occurred during a particular quarter, a quarterly report so stating shall be submitted.

13. **Certification of Completion of the SEP:** On or before the applicable SEP Completion Date, the Discharger shall submit a certified statement of completion of the SEP ("Certification of Completion"). The Certification of Completion shall be submitted under penalty of perjury under the laws of the State of California, to the Designated Regional Water Board Representative and the State Water Resources Control Board's Division of Financial Assistance, by a responsible official representing the Discharger. The submission of the Certification of Completion shall contain the following statement:

"I declare under the penalty of perjury under the laws of the State of California that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."

The Certification of Completion shall include following:

- a. Certification that the SEP has been completed in accordance with the terms of this Stipulation. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional 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 external payments to outside vendors or contractors performing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the Regional Water Board for oversight. The Discharger shall provide any additional information requested by the Regional Water Board staff which is reasonably necessary to verify SEP expenditures.
- c. Certification, under penalty of perjury, 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. To ensure compliance with CEQA where necessary, the Discharger shall provide the Regional Water Board with the following documents from the lead agency prior to commencing SEP implementation:

- i. Categorical or statutory exemptions relied upon by the Discharger.
 - ii. Negative Declaration if there are no potentially "significant" impacts;
 - iii. Mitigated Negative Declaration if there are potentially "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potentially significant impacts; or
 - iv. Environmental Impact Report (EIR).
14. **Third Party Financial Audit Report:** In addition to the certification, upon completion of the SEP and at the written request of the Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party acceptable to the Regional Water Board staff, or its designated representative, providing such party's professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The audit report shall be provided to the Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party financial audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
15. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its SEP obligations under this Stipulation and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Discharger and result in the permanent stay of the Suspended Liability.
16. **Failure to Expend all Suspended Administrative Civil Liability Funds on the Approved SEP:** In the event that Discharger is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire Suspended Liability has been spent to complete the components of the SEP for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the SEP, as an administrative civil liability. The Discharger shall pay the additional administrative liability within 30 days of its receipt of notice of the Regional Water Board's determination that the Discharger has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.
17. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date (as defined in Paragraph 8) required by this Stipulation, the Designated Regional Water Board Representative shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended

Liability or, some portion thereof, or the Discharger may be compelled to complete the SEPs.

18. **Publicity:** Should the Discharger, or its agents or subcontractors publicize one or more elements of the SEPs, they shall state in a **prominent manner** that the project is being partially funded as part of the settlement of an enforcement action by the Regional Water Board against the Discharger.
19. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulation and the Order and/or compliance with the terms of this Stipulation and the Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject them to further enforcement, including additional administrative civil liability.
20. **Party Contacts for Communications related to this Stipulation and/or the Order:**

For the Regional Water Board:

Doug Wylie, Senior Engineer
Colorado River Basin Regional Water Board
73-720 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
dwyllie@waterboards.ca.gov

For the Discharger:

Nick Servin, Public Works Director
City of Calexico
608 Heber Avenue
Calexico, CA 92231
nservin@calexico.ca.gov

21. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
22. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulation, this Stipulation represents a final and binding resolution and settlement of the Alleged ACL Violations ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Paragraph 6 and the Discharger's full satisfaction of the SEP obligations described herein.
23. **Public Notice:** Pursuant to the State Water Board Enforcement Policy, it is the policy of the State Water Board that a 30-day public comment period shall be posted on the Regional Water Board's website prior to the settlement or imposition of any administrative civil liability. Only one notice need be posted for each civil liability. On June 12, 2012, the Assistant Executive Officer issued the Amended Complaint and provided notice to the public that the violations alleged in the Complaint could be resolved by settlement, including, but not limited to

performance of a SEP. During the 30-day period following the public notice, no persons submitted comments to the Regional Water Board regarding the Complaint and/or potential settlement of the Complaint. In addition the Regional Water Board will provide notice that it will consider this matter at a public hearing at least 10 days prior to the date of the hearing. Thus, the terms of this Stipulation and Order have been properly noticed.

24. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the 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.
25. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Discharger is represented by counsel in this matter.
26. **Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board.
27. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. 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 the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
28. **Waiver of Hearing:** The Discharger has been informed of the rights provided by CWC section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.
29. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
30. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, Order, or SEP, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.
31. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to the Alleged ACL Violations.
32. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional 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 Order.
33. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.
34. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.

35. **Counterpart Signatures:** This Stipulation 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,
Colorado River Basin Region Prosecution Team**

Date: 8-20-12

By: Doug Wylie
Jose L. Angel,
Assistant Executive Officer

Imperial Irrigation District

Date: 8-20-12

By: Nick Servin
Nick Servin
Public Works Director

Order of the Regional Water Board:

IT IS HEREBY ORDERED:

36. This Order incorporates the terms of the foregoing Stipulation, set forth in Paragraphs 1 through 35 above, by this reference, as if set forth fully herein.
37. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional 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(a)(2), Title 14, of the California Code of Regulations.
38. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of the obligations under this Order.

I, Robert Perdue, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on September 20, 2012.

Robert Perdue
Executive Officer

Date

DRAFT - August 20, 2012

EXHIBIT "A"
Summary of Violations of Board Order R7-2009-0018
Mandatory Minimum Penalties for the City of Calexico WPCP

Assessed Violation¹ No.	Date Occurred	Description of Violation	Serious Violation Defined by Water Code 13385(h)	Amount Assessed Dollars (\$)
885437	10/06/2010	Exceeded Total Recoverable Average Monthly Limit of 18 µg/L for Copper Reported value = 22 µg/L	Yes	3,000
903696	05/31/2011	Exceeded Monthly Average Effluent Limit of 30 mg/L for BOD (5-day @ 20 Deg. C) Reported value = 36.5 mg/L	No	0 ²
905612	06/30/2011	Exceeded Maximum Effluent Limit of 400 MPN/100 mL for Fecal Coliform. Reported value = 500 MPN/100 mL	No	0 ²
910314	08/31/2011	Exceeded Total Recoverable Average Monthly Limit of 0.64 lbs/day for Copper Reported value = 0.67 lbs/day	No	0 ²
910315	08/31/2011	Exceeded Total Recoverable Average Monthly Limit of 18 µg/L for Copper Reported value = 30 µg/L	Yes	3,000

Total: \$6,000

¹ Data Source: California Integrated Water Quality System (CIWQS)

ATTACHMENT "B"

**California Regional Water Quality Control Board - Region 7
Supplemental Environmental Project Proposal**

Name of Organization: Calexico New River Committee, Inc.
P.O. Box 2374
Calexico, CA 92231
760-357-8389
<http://www.calexiconewriver.org/>

Contact Person: Miguel Figueroa, Executive Director
(info@calexiconewriver.com)

Name of Project: Project LEARN (Leading, Educating, and Advocating Residents on the New River Improvement Strategic Plan)

Location of Project: County of Imperial

Categories of SEP relevance: Environmental Education, Pollution Prevention

Project Description: Project LEARN proposes to positively impact the life for New River residents by providing an aggressive community education and empowerment campaign utilizing the cultural sensitive recommendations set forth in the New River Improvement Project (NRIP) Strategic Plan.

The proposed project is not independently required of any discharger or proposed as mitigation to offset the impacts of a discharger's projects. The SEP shall not directly benefit the SWRCB or RWQCB functions or staff.

Cost of project: \$3,000

California Regional Water Quality Control Board - Region 7 Supplemental Environmental Project Proposal

The Calexico New River Committee, Inc. (CNRC) respectfully requests a grant in the amount of \$3,000 for 6 months for support of our Supplemental Environmental Project, **Project LEARN** (Leading, Educating, and Advocating Residents on the New River Improvement Strategic Plan), from the California Regional Water Quality Control Board, Colorado River Basin Region.

Project Location and Background

Since the 1940s, the New River has been recognized as a significant pollution and human health problem. The New River flows north 15 miles through Baja California, Mexico and another 66 miles through California and terminates in the Salton Sea, the largest lake in California. A three-mile reach of the river flows through the City of Calexico as it crosses the international border from the City of Mexicali to State Route 98.

For the past several years, various public and political initiatives have been carried out for the purpose of (1) raising awareness on the seriousness of both the environmental and public health issues associated with the New River, and (2) acquiring funding for addressing these issues. Many of these activities, but not all, have been focused on that portion of the New River that flows through the City of Calexico.

Grant Purpose

AB 1079, 2009, authored by Assemblyman Manuel Perez requires that the California Mexico Border Relations Council (Border Council) develop a plan to guide implementation of the New River Improvement Project which is intended to “study, monitor, remediate and enhance the New River water quality in the County of Imperial to protect human health, and develop a river parkway suitable for public use and enjoyment.” This plan must contain the following elements:

1. Quantification of current and projected New River water quality impairments and their threat to public health.
2. Prioritization of the actions necessary to protect public health and to meet New River water quality objectives and other environmental goals, such as improving the quality of water flows into the Salton Sea.
3. Identification of potential funds for the implementation of the project, and potential lead agencies that would be responsible for environmental review of activities related to the cleanup and restoration of the New River.
4. Identification of the appropriate federal, state, and local agencies with a role implementing and achieving the New River Improvement Project.

The legislation further identifies the value of working with appropriate bi-national, federal, state, and local agencies and non-governmental organizations on both sides of the California-Mexico border to develop the plan and to fund and establish cooperative water quality monitoring, public health studies, inspection, and technical assistance programs as needed to support, convene, and oversee the project. The New River Improvement Project Technical Advisory Committee (TAC) was formed to assist the California Mexico Border Relations Council and the City of Calexico in developing a strategic plan for the New River Improvement Project. The committee met regularly since October 2010 and in December 2011 the New River Improvement Strategic Plan was officially completed by the TAC. The current grant request would fund our work to inform the public on the New River Improvement Project Strategic Plan called for in AB 1079.

Scope of Work/Schedule for Implementation

The overall goal of Project LEARN is to provide an aggressive community education and empowerment campaign utilizing the cultural sensitive recommendations called for in the NRIP Strategic Plan.

The current request is for a 6-month grant (September 2012 – March 2013), during which the CNRC will undertake the following activities:

Objectives

- Meet with at least 3 Imperial Valley community groups and organizations on a monthly basis to educate them on the recommendations detailed in the New River Improvement Strategic Plan.
- Deliver a comprehensive education and awareness campaign, in English and Spanish to the local and regional residents each month through at least 1 community meeting.

Evaluation

- Develop/produce/source educational material. CNRC will develop, produce and/or source printed, electronic and other promotional media, as aid in the education campaign.
- CNRC will maintain www.calexiconewriver.org website. CNRC will bring awareness to the organization and its mission through the internet by continuously enhancing its' content and image.
- CNRC will disseminate information through media channels, the CNRC monthly newsletter and CNRC website.

Participating Organization

The Calexico New River Committee, formed in 1999, is a local non-profit organization that has been especially active in raising awareness and lobbying for policy direction and funding to address the New River issues in the City of Calexico. In past cooperative agreements the CNRC has measured its' performance achievements by conducting presentations at various community meetings that promote potential strategies to reduce environmental and public health threats from the New River and to promote community participation. The CNRC has also trained community volunteers on leadership, health education and organizing through the help of local agencies like the Calexico Housing Authority and the Calexico Hospital Foundation. These methods have served as progress report tools for the satisfactory completion of all goal and objectives set in previous agreements. The organization also seeks to increase public awareness, support, and participation in local, state, national, and bi-national efforts to reduce/eliminate adverse environmental and human health impacts from New River pollution.



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2100
Fax: 760.357-6872
e-mail: publicworks@calexico.ca.gov

Public Works Department

August 14, 2012

Jose L. Angel, P.E.
California Regional Water Quality Control Board
Colorado River Basin Region
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260

Subject: Administrative Civil Liability Complaint (ACLC) No. R7-2012-0036; City of Calexico Municipal Wastewater Treatment Plant

Dear Jose L. Angel:

The City of Calexico Municipal Wastewater Treatment Plant respectfully submits the following written response to the above referenced Administrative Civil Liability Complaint.

The City of Calexico Municipal Wastewater Treatment Plant will not contest the proposed complaint of \$ 6,000.00 dollars civil liability and chooses to waive the right to a hearing before the Regional Water Quality Control Board. However, the City of Calexico Municipal Wastewater Treatment Plant does propose a settlement plan to pay the requisite \$ 3,000.00 dollars to the "State Water Pollution Cleanup and Abatement Account," and the remaining \$ 3,000.00 dollars to a Supplemental Environmental Project (SEP).

Supplemental Environmental Project (SEP)

The City of Calexico Municipal Wastewater Treatment Plant proposes a \$ 3,000.00 in funding to the Calexico New River Committee, Inc. (CNRC). This SEP will be used for support of the CNRC's ongoing Project LEARN (Leading, Educating, and Advocating Residents on the New River Improvement Strategic Plan). Please see the attached SEP proposal.

We appreciate your consideration of this matter. Should you have any questions regarding this proposal, please contact Nick Servin at (760) 768-2100 or email at nservin@calexico.ca.gov.

Cordially,

Nick Servin, P.E.
Public Works Director
City of Calexico

cc: Doug Wylie, Regional Water Quality Control Board
Oscar Rodriguez, Calexico City Manger
Jose A Lopez, Wastewater Treatment Plant
Miguel Figueroa, New River Committee