

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

In the Matter of:

**Calaveras County Water District
Copper Cove Wastewater Reclamation
Facility,
Calaveras County**

ORDER R5-2019-0504 (Proposed)

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

I. Introduction

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

II. Recitals

2. The Settling Respondent owns and operates the Copper Cove Wastewater Reclamation Facility (Facility), a publicly owned treatment work (POTW). The Facility produces recycled water for irrigation of the Saddle Creek Golf Course (SCGC), to supply water to the jurisdictional wetland tributaries to Littlejohns Creek, a water of the United States.
3. In order to regulate discharges from the tertiary facility, on 3 August 2006, the Central Valley Water Board issued Waste Discharge Requirements (WDRs) Order R5-2006-0081, which became effective 23 August 2006. On 3 August 2006, the Central Valley Water Board also issued Time Schedule Order (TSO) R5-2006-0082. TSO R5-2006-0082 provided a time schedule to comply with final effluent limitations for electrical conductivity by 1 June 2009, and to comply with the final effluent limitations for aluminum, ammonia, chloroform, iron, and manganese by 1 August 2011.
4. WDRs Order R5-2006-0081, section IV.A.2.b., includes, in part, the following effluent limitations:

Effluent Disinfected by UV System – Upon start-up of UV System and commencement of discharge from the Facility, the discharge of reclaimed wastewater to the SCGC’s receiving pond shall maintain compliance with the following effluent limitations at Discharge Point 001...

**Final Effluent Limitations
 Discharge to SCGC Receiving Pond NC-2D
 (For UV Disinfected Effluent)**

Parameter	Units	Effluent Limitation	
		Average Monthly	Maximum Daily
Dichlorobromomethane ⁵	µg/L	0.56	1.13
	lbs/day ³	0.0044	0.0089

³ The mass limits (lbs/day) under the Monthly Average column and the Daily Maximum column are based on the concentration limits multiplied by their corresponding flows (monthly average 0.95 mgd and daily maximum 0.95 mgd) and the unit conversion factor of 8.34.

⁵ Full compliance with this limitation is required by 18 May 2010.

5. WDRs Order R5-2006-0081 section IV.A.2.d., includes, in part, the following effluent limitations:

Total Ammonia: Effluent ammonia (as N) shall not exceed the following:

- 2.14 mg/l as a 1-hr average

6. WDRs Order R5-2006-0081 section IV.A.2.f., includes, in part, the following effluent limitations:

Total Residual Chlorine: Effluent total residual chlorine shall not exceed the following:

- 0.01 mg/l as a four-day average;
- 0.02 mg/l as a one-hour average;
- 0.079 lbs/day as a four-day average at design flow of 0.95 mgd.

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7. WDRs Order R5-2006-0081 section IV.A.2.h., includes, in part, the following effluent limitations:

Total Coliform Organisms: Effluent total coliform organisms concentrations shall not exceed the following:

- 2.2 MPN/100 m/ as a seven-day median based on the previous seven daily sample results;
 - 23 MPN/100 m/ more than once in any 30-day period
8. TSO R5-2006-0082 contains the following interim effluent limit for ammonia, which was in effect until 1 August 2011:

Constituents	Units	Daily Maximum
Ammonia	mg/l	4.35

9. On 8 June 2012, TSO R5-2006-0082 was rescinded by TSO R5-2012-0055, except for enforcement purposes.
10. On 20 July 2013, WDRs Order R5-2006-0081 was rescinded by WDRs Order R5-2013-0072, except for enforcement purposes.
11. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

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

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

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

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

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

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

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

12. Water Code section 13385, subdivision (j) exempts certain violations from the mandatory minimum penalties, and states, in relevant part:

Subdivisions (h) and (i) do not apply to any of the following:

- 3) A violation of an effluent limitation where the waste discharge is in compliance with either a cease and desist order issued pursuant to Section 13301 or a time schedule order issued pursuant to Section 13300 or 13308 if all of the following requirements are met:
 - C) The regional board establishes a time schedule for bringing the waste discharge into compliance with the effluent limitation that is as short as possible.... [F]or the purposes of this subdivision, the time schedule may not exceed five years in length The interim requirements shall include both of the following:
 - i) Effluent limitations for the pollutant or pollutants of concern.
 - ii) Actions and milestones leading to compliance with the effluent limitation.

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13. Consistent with Water Code section 13385, subdivision (j)(3), TSO R5-2006-0082 provides the Settling Respondent protection from mandatory minimum penalties (MMPs) for ammonia only if the Settling Respondent is in compliance with the interim effluent limits in TSO R5-2006-0082.
14. On 9 March 2012, the Central Valley Water Board's Executive Officer issued Administrative Civil Liability (ACL) Complaint R5-2012-0521 for effluent limitation violations which occurred from 23 August 2006 through 31 December 2011. The effluent limitations include two (2) serious Group I violations and fourteen (14) serious Group II violations subject to MMPs under Water Code section 13385, subdivision (h) as shown in Attachment A. Attachment A to this Order is attached hereto and incorporated herein by this reference. An additional four (4) non-serious violations are identified in Attachment A as not subject to MMPs because they are not serious violations and they fall within the first three violations in a 180-day period. The ACL Complaint considers the protections provided under Water Code section 13385, subdivision (j)(3) when the Settling Respondent is in compliance with the interim effluent limits for ammonia contained in TSO R5-2006-0082.
15. This Order resolves the violations alleged in ACL Complaint R5-2012-0521. These violations are specifically identified in Attachment A to this Order as subject to MMPs. The Settling Respondent takes issue with the issuance of penalties for alleged violations that occurred more than 5 years ago, which it claims is beyond the federal statute of limitations for actions to enforce alleged violations under the Clean Water Act. The Prosecution Team believes that the Water Boards are not subject to statutes of limitations or laches, and that such administrative penalties are appropriate. In the spirit of cooperation, the Parties have agreed to set this issue aside so long as this settlement is not used as precedent for any future enforcement actions taken against the Settling Respondent for alleged violations more than 5 years old.
16. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60. To resolve the violations by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of **forty-eight thousand dollars (\$48,000)** in MMPs against the Settling Respondent.

17. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action, including injunctive relief, is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

18. **Jurisdiction:** The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
19. **Administrative Civil Liability:** The Settling Respondent hereby agrees to the imposition of an ACL in the amount of **forty-eight thousand dollars (\$48,000)** to the Central Valley Water Board to resolve the violations specifically alleged in Attachment A to this Order.
- a) No later than 30 days after the Central Valley Water Board, or its delegee, signs this Order, the Settling Respondent shall submit a check for **twenty-four thousand dollars (\$24,000)** made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Order, and mail it to:

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

The Settling Respondent shall provide a copy of the check via email to the State Water Resources Control Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Central Valley Water Board (Kim.Sellards@waterboards.ca.gov).

- b) The Parties agree that the remaining **twenty-four thousand dollars (\$24,000)** of the administrative civil liability shall be suspended pending completion of the Enhanced Compliance Action (ECA) described in section III, paragraph 20 and Attachment B, attached hereto and incorporated herein by this reference.

20. **ECA Description:** The ECA allows the Settling Respondent to conduct a Denitrification Pilot Study beyond what is required by law and is separate from projects designed to merely bring the Settling Respondent into compliance. The total project cost is estimated to be \$25,000, including \$24,000 of suspended liability. The ECA does not provide any fiscal benefit to the Central Valley Water Board, or fund any functions, members, or staff of the Central Valley Water Board. The complete ECA description is contained in Attachment B.
21. **Representations and Agreements:** The Settling Respondent represents that its NPDES permit does not require denitrification and the Settling Respondent has not been required to develop, implement, or fund the proposed ECA by any permit, order, or local, state, or federal law. As a material condition for the Central Valley Water Board's acceptance of this Stipulated Order, the Settling Respondent agrees to use the suspended liability of \$24,000 (ECA Amount) to implement the ECA set forth in Attachment B. The Settling Respondent understands that its promise to implement the ECA, in its entirety, is a material condition of this settlement of liability between the Settling Respondent and the Central Valley Water Board. The Settling Respondent agrees to spend the ECA Amount as described in this Stipulated Order and provide certified, written reports to the Central Valley Water Board detailing ECA implementation consistent with the terms of this Stipulated Order. The Settling Respondent further agrees that the Central Valley Water Board has the right to require a third-party audit of the funds expended to implement the ECA at the Settling Respondent's cost, and that the Settling Respondent bears ultimate responsibility for meeting all deadlines specified in Attachment B.
22. **Publicity:** Whenever the Settling Respondent, or its agents or subcontractors, publicize one or more elements of the ECA, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Central Valley Water Board enforcement action against the Settling Respondent.
23. **Inspection Authority:** The Settling Respondent agrees that Central Valley Water Board staff have permission to inspect the ECA construction progress at any reasonable time during normal business hours, with 24 hours' notice.

24. **Certification of ECA Completion:** Within eleven (11) months of the date the Central Valley Water Board or its delegee signs this Stipulated Order (ECA Effective Date), a responsible official of the Settling Respondent shall submit a final report and certified statement that documents the Settling Respondent's ECA expenditures and documents that the Settling Respondent completed the ECA in accordance with the terms of this Stipulated Order. Documentation of ECA completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate ECA completion and the costs incurred. The final report shall include a certification by a responsible official, signed under penalty of perjury, that the Settling Respondent followed all applicable environmental laws and regulations in implementing the ECA, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and federal Clean Water Act. The Settling Respondent shall provide Central Valley Water Board staff with any additional information reasonably necessary to verify ECA expenditures and completion.
25. **Request for Extension:** The Central Valley Water Board's Executive Officer may extend the ECA deadlines contained in this Stipulated Order for good cause if the Settling Respondent demonstrates delays from unforeseeable contingencies, such as a delay in receipt of ECA materials, provided that the Settling Respondent continues to undertake all appropriate measures to meet the deadlines. The Settling Respondent shall make any deadline extension request in writing at least 30 days prior to the deadline. Any request for an extension must be approved in writing by the Executive Officer. Approval by the Executive Officer of such extension requests will not be unreasonably withheld.
26. **Central Valley Water Board Acceptance of Completed ECA:** Upon the Settling Respondent's satisfaction of its obligations under this Stipulated Order, ECA completion, and any audits, the Central Valley Water Board's Executive Officer will issue a "Satisfaction of Order" terminating any further obligations of the Settling Respondent under this Stipulated Order and permanently suspending the ECA Amount.

27. **Failure to Expend All Suspended Funds on Approved ECA:** If the Settling Respondent is unable to demonstrate to the reasonable satisfaction of the Central Valley Water Board's Executive Officer that the entire ECA Amount was spent on the completed ECA, the Settling Respondent shall pay the difference between the ECA Amount and the amount the Settling Respondent can demonstrate was actually spent on the ECA (ECA Amount Difference). The Executive Officer shall issue a "Notice" that will require the Settling Respondent to pay the ECA Amount Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice issuance date. The Settling Respondent shall submit payment consistent with the payment method described in section III, paragraph 19(a). Payment of the ECA Amount Difference shall satisfy the Settling Respondent's obligations to implement the ECA.
28. **Failure to Complete ECA:** If the ECA is not fully implemented within eleven (11) months of the ECA Effective Date, or by the due date if extended pursuant to section III, paragraph 25, or if there has been a material failure to satisfy a project milestone, the Central Valley Water Board's Executive Officer shall issue a Notice of Violation. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or, if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Central Valley Water Board or its delegee. The Settling Respondent shall be liable to pay the entire ECA Amount, some portion thereof less the value of any completed milestones (if shown by the Settling Respondent) as stipulated to by the Parties in writing, or an amount determined by the Motion for Payment of Suspended Liability. Unless the Central Valley Water Board or its delegate determines otherwise, the Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the Central Valley Water Board for expenditures made on the ECA prior to the Notice of Violation's issuance date. Within 30 days of the Central Valley Water Board's or its delegee's determination of the suspended liability amount assessed for the Settling Respondent to pay, the Settling Respondent shall submit payment consistent with the payment method described in section III, paragraph 19(a). Payment of the assessed amount shall satisfy the Settling Respondent's obligations to implement the ECA.

29. **Central Valley Water Board is Not Liable:** Neither the Central Valley Water Board members nor Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Settling Respondent or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Central Valley Water Board, its members, or staff be held as parties to, or guarantors of, any contract entered into by the Settling Respondent or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

30. **Compliance with Applicable Laws and Regulatory Changes:** The Settling Respondent understands that payment of an ACL in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Settling Respondent from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

31. Party Contacts for Communications Related to Stipulated Order:

For the Central Valley Water Board:

Kim Sellards

Supervisor, Compliance and Enforcement Section

11020 Sun Center Drive, Suite 200

Rancho Cordova, CA 95670

(916) 464-4835

Kim.Sellards@waterboards.ca.gov

For the Settling Respondent:

Damon Wyckoff

Director of Operations

P.O. Box 846

San Andreas, CA 95249

(209) 754-3306

damonw@ccwd.org

32. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
33. **Public Notice:** The Settling Respondent understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
34. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
35. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Central Valley Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of ACL complaints or orders for violations other than those addressed by this Order.
36. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Central Valley Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

37. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
38. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.
39. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
40. **If Order Does Not Take Effect:** The Settling Respondent's obligations under this Stipulated Order are contingent upon the entry of the Order of the Central Valley Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.

41. **Waiver of Hearing:** The Settling Respondent has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Central Valley Water Board, hereby waives its right to a hearing before the Central Valley Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Central Valley Water Board or State Water Board for hearing, the Settling Respondent does not waive the right to a hearing before an order is imposed.
42. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Central Valley Water Board, the Settling Respondent hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
43. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the Settling Respondent shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action, except that this covenant is not intended to, and does not limit the Settling Respondent's rights to sue over other Central Valley Water Board orders (e.g., permits, cease and desist orders, etc.) or limit the Settling Respondent's rights to defend against any additional enforcement or other actions taken by the Central Valley Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any state agency or the State of California, their officers, Water Board Members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code Section 6090.5 or by any other statute, rule, regulation or legal principle of similar effect.
44. **Water Boards Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Settling Respondent or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any contract entered into by the Settling Respondent, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.

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45. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
46. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Settling Respondent of its obligation to obtain any final written approval required by this Stipulated Order.
47. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
48. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
49. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
50. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

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IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: Original Signed By
Andrew Altevogt
Assistant Executive Officer

17 May 2019
Date

Calaveras County Water District

By: Original Signed by
Michael Minkler
General Manager

16 May 2019
Date

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

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations. Additionally, this Order generally accepts the plans proposed for the ECA prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under this Order.

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

Original Signed by
Patrick Pulupa
Executive Officer
Central Valley Regional Water Quality Control Board

21 June 2019
Date

Attachment A: Record of Violations
Attachment B: Enhanced Compliance Action Description

Calaveras County Water District
Copper Cove Wastewater Reclamation Facility
RECORD OF VIOLATIONS (23 August 2006 – 31 December 2011)
MANDATORY MINIMUM PENALTIES

Data reported under Monitoring and Reporting Program and R5-2006-0081

	<u>Date</u>	<u>Violation Type</u>	<u>Units</u>	<u>Limit</u>	<u>Measured</u>	<u>Period</u>	<u>Remarks</u>	<u>CIWQS</u>
1	30-May-08	Coliform	MPN/100mL	2.2	4	7-day	3	889130
2	31-May-08	Coliform	MPN/100mL	2.2	4	7-day	3	889131
3	27-May-08	Ammonia	mg/L	2.14*	5	1-hour	1	889132
4	3-June-08	Ammonia	mg/L	2.14*	6.4	1-hour	1	892708
5	2-Sep-10	Dichlorobromo methane	µg/L	1.13	1.2	Daily	3	887908
6	30-Sep-10	Dichlorobromo methane	µg/L	0.56	1.2	Monthly	2	887909
7	6-Oct-10	Dichlorobromo methane	µg/L	1.13	1.5	Daily	2	889138
8	6-Oct-10	Total Chlorine Residual	mg/L	0.02	0.05	1-hour	2	889134
9	6-Oct-10	Total Chlorine Residual	mg/L	0.01	0.05	4-day	2	889136
10	6-Oct-10	Total Chlorine Residual	lb/day	0.079	0.15	4-day	2	889137
11	31-Oct-10	Dichlorobromo methane	µg/L	0.56	1.5	Monthly	2	889139
12	17-Nov-10	Total Chlorine Residual	mg/L	0.02	0.028	1-hour	2	889141
13	17-Nov-10	Total Chlorine Residual	mg/L	0.01	0.028	4-day	2	889142
14	17-Nov-10	Dichlorobromo methane	µg/L	1.13	2.6	Daily	2	920403
15	17-Nov-10	Dichlorobromo methane	µg/L	0.56	2.6	Monthly	2	920410
17	17-Nov-10	Dichlorobromo methane	lb/day	0.0044	0.0055	Monthly	2	920409
18	6-Dec-10	Dichlorobromo methane	µg/L	1.13	2.9	Daily	2	900287
19	31-Dec-10	Dichlorobromo methane	µg/L	0.56	2.9	Monthly	2	900288
20	31-Dec-10	Dichlorobromo methane	lb/day	0.0044	.0087	Monthly	2	900289
21	7-Jul-11	Coliform	MPN/100mL	23	280	>1X/30 d	3	919171

Remarks:

1. Serious Violation: For Group I pollutants that exceed the effluent limitation by 40 percent or more.
2. Serious Violation: For Group II pollutants that exceed the effluent limitation by 20 percent or more.
3. Non-serious violation falls within the first three violations in a six-month period, thus is not subject to MMPs.
4. Non-serious violation subject to mandatory minimum penalties.

<u>VIOLATIONS AS OF:</u>	<u>12/31/2011</u>
Group I Serious Violations:	2
Group II Serious Violations:	14
Non-Serious Violations Not Subject to MMPs:	4
Non-serious Violations Subject to MMPs:	0
<u>Total Violations Subject to MMPs:</u>	<u>16</u>

**Mandatory Minimum Penalty = (16 Serious Violations + 0 Non-Serious Violations)
x \$3,000 = \$48,000**

* TSO Limitations: 4.35 mg/L as daily maximum.

Enhanced Compliance Action Description

1. **Project Title:** Denitrification Pilot Study
2. **Service Area:** Calaveras County Water District
3. **Name of Responsible Entity:** Calaveras County Water District
4. **Contact Information:**

Damon Wyckoff
Director of Operations
P.O. Box 846
San Andreas, CA 95249
Telephone: (209) 754-3306
Email: damonw@ccwd.org

5. **Project Goals and Description:**

The Denitrification Pilot Study has the following objectives:

- a. To ensure future compliance for Nitrates, the Calaveras County Water District (Settling Respondent) will conduct a Microvi Pilot Study to analyze this technology's viability for long-term Nitrate removal.
- b. A 5 to 10 gallon per minute (gpm) side stream will flow through the Microvi process for denitrification of Pond 4 effluent. Nitrate plus nitrite as (N) reduced to achieve below REC-002 (sampling location) permit limitations (10 mg/l monthly, 17 mg/l weekly average). Settling Respondent represents that Pond 4 effluent, one of 3 (Pond 4, Pond 6, or a blend of the two) sources of supply for the Copper Cove Reclaim Plant, is the key source of Nitrates being fed to the Reclaim Plant.
- c. The evaluation of denitrification will inform the Settling Respondent's next approach and will potentially improve the Reclamation Facility's ability to supply Saddle Creek Golf Course's discharge area with a better treated water supply.

6. **Estimated Cost of Project Completion:** The anticipated cost of the Denitrification Pilot Study is \$25,000, which includes \$24,000 of suspended liability.

Itemized Expenses:

<u>Description</u>	<u>Price</u>	<u>Total</u>
Cost of one (1) Pilot Study for Nitrate Removal	\$15,000/unit + \$4,000 shipping	\$19,000
WesTech Field Technician Daily Rate	\$1,200/day	\$6,000 est.
Pump, piping, analytical equipment, electrical components		(District Supplied)

Total Estimated ECA Cost \$25,000

7. **Water body, beneficial use and/or pollutant addressed:** If the Denitrification Pilot Study is successful, denitrification will improve water quality in the area of the discharge.
8. **Project Task, Schedule, and Milestones:** The purchase and installation will include the following milestones, measured from the date the Central Valley Water Board or its delegee signs this Stipulated Order (ECA Effective Date).
- a. **Study Funding:** The Settling Respondent will let a contract for the Denitrification Pilot Study and will allocate necessary funds for the Denitrification Pilot Study, coordinate equipment installation with the vender, and submit a purchase order to the vendor for delivery and installation of necessary Denitrification Pilot Study equipment. This phase of the Denitrification Pilot Study will be completed within 1 month of the ECA Effective Date.
 - b. **Equipment Delivery:** The equipment delivery is estimated to take approximately 2 months following the receipt of purchase order provided under section 8(a) above and receipt of any engineering or site information requested by the vendor. The equipment delivery is estimated to be completed within 2 month from the equipment purchase date.

- c. **Equipment Installation:** The vendor will install the Denitrification Pilot Study equipment within 1 month of equipment delivery.
 - d. **Length of Denitrification Pilot Study:** The Denitrification Pilot Study must be conducted for at least 3 months.
9. **Project Deliverables:** The Settling Respondent is responsible for all deliverables described below for. Due dates are measured from the date the Central Valley Water Board or its delegee signs this Stipulated Order (ECA Effective Date).
- a. **Project Progress Report:** The Settling Respondent will submit a progress report summarizing activities it has completed. At minimum, the progress report shall include the status of the ECA project update and equipment delivery and installation summary.
Due Date: Within 6 months of the ECA Effective Date
 - b. **Final Report:** Within 11 months of the ECA Effective Date, the Settling Respondent shall provide a final report documenting completion of the Denitrification Pilot Study and the results of the Denitrification Pilot Study. The final report will document that the ECA project has been completed and a post project accounting of all expenditures. The accounting must clearly show whether the final cost of the successfully ECA project is less than, equal to, or more than the liability suspended amount. The final report must comply with the requirements listed in Stipulated Order, section III, paragraph 24.
Due Date: Within 11 months of the ECA Effective Date.