

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2004-0521

LAKE COUNTY SANITATION DISTRICT SOUTHEAST REGIONAL WASTEWATER SYSTEM
LAKE COUNTY

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Board) and Lake County Sanitation District (District) hereby agree to this Settlement Agreement (Agreement) of Administrative Civil Liability (ACL) Complaint No. R5-2004-0521 dated 7 June 2004.

1. This Agreement is entered into by the Regional Board Executive Officer and the District to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC) and Waste Discharge Requirements (WDRs) Order No. 96-166.
2. The Executive Officer agrees that full compliance with this Agreement constitutes settlement of ACL Complaint No. R5-2004-0521. ACL Complaint No. R5-2004-0521 alleges that the District failed to prevent numerous (33) spills of raw sewage from its Southeast collection system and two spills of treated wastewater from the Southeast Geyser Pipeline between March 2002 and April 2004. The District was therefore alleged to be in violation of Discharge Prohibition Nos. A.1 and A.2 of its WDRs. ACL Complaint No. R5-2004-0521 proposed an ACL in the amount of \$300,000.
3. The Executive Officer and the District believe that settlement of this matter is in the best interest of the people of the State. Therefore, in settlement of ACL Complaint No. R5-2004-0521, the District agrees to comply with the terms and conditions of this Agreement.
4. The District agrees to pay \$210,000 to the State Water Resources Control Board Cleanup and Abatement Account (C&A Account) in two payments as follows: the first payment shall be in the amount of \$105,000 and shall be paid **no later than 15 February 2005**; the second payment shall also be in the amount of \$105,000 and shall be paid **no later than 15 December 2005**.
5. The District agrees not to oppose the issuance of the attached Cleanup and Abatement Order by any method, including the initiation of litigation or filing a petition with the State Water Resources Control Board. The District similarly agrees not to oppose the modification of the Cleanup and Abatement Order to incorporate implementation schedules in reports submitted to comply with the Order.
6. In consideration of the District's compliance with this Agreement, the Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the District for the violations alleged in ACL Complaint No. R5-2004-0521. In consideration of the Executive Officer's settlement of ACL Complaint No. R5-2004-0521, the District agrees to toll any applicable statute of limitations.
7. In settling this matter, the District does not, except for the purpose of showing past violations in the context of a future administrative or judicial enforcement action brought by a regulatory agency, admit to any of the findings of ACL Complaint No. R5-2004-0521 or that it has been or is in violation of its waste discharge requirements, the California Water Code, or any other federal, state,

or local law or ordinance.

8. The Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60. All other persons signing this Agreement confirm they have the authority to bind the party they represent to the terms of this Agreement.
9. The District has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the California Regional Water Quality Control Board, Central Valley Region.
10. The District understands that this settlement must be circulated for a 30-day public review period and that the Executive Officer has complete discretion to propose modifications to, or rescind the agreement based on comments received.
11. The District understands that payment in accordance with this Agreement is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional civil liability.
12. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.
13. This Agreement may be executed in counterparts and by facsimile signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of the most recent date signed.

California Regional Water Quality Control Board
Central Valley Region

By: original signature on file
Thomas R. Pinkos, Executive Officer

Date: 2/8/2005

Lake County Sanitation District

By: original signature on file
Mark Dellinger, Special Districts Administrator

Date: 12/22/2004