CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

In the Matter of: **City of Nevada City** **City of Nevada City Wastewater Treatment Plant** **Nevada County**	ORDER R5-2018-0507 (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 the City of Nevada City (Discharger)(collectively known as the Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger owns and operates the City of Nevada City Wastewater Treatment Plant (Facility) a wastewater collection, treatment, and disposal system, which provides sewerage service to the City of Nevada City. Treated municipal wastewater is discharged to Deer Creek, a water of the United States and tributary to the Yuba River.

3. In order to regulate discharges from the Facility, on 7 June 2012, the Board adopted Waste Discharge Requirements (WDRs) Order R5-2012-0033. WDRs Order R5-2012-0033 became effective 27 July 2012, and were set to expire on 1 June 2017.

4. On 1 December 2016, the Discharger submitted a Report of Waste Discharge for renewal of WDRs Order R5-2012-0033.

5. On 27 January 2017, the Central Valley Water Board administratively extended WDRs Order R5-2012-0033 until an order to renew the permit was adopted by the Board.

6. On 9 June 2017, the Board adopted WDRs Order R5-2017-0060, which became effective 1 August 2017.

7. This Order addresses an administrative civil liability (ACL) for effluent limitation violations that occurred between 1 January 2016 and 28 February 2018. These violations are specifically identified in Attachment A to this Order as subject to mandatory minimum penalties (MMPs). Attachment A to this Order is attached hereto and incorporated herein by this reference.

8. On 1 August 2016, Central Valley Water Board staff issued the Discharger a Notice of Violation and draft Record of Violations (ROV) for effluent limitation violations which occurred from 1 January 2016 to 31 May 2017. The Discharger responded on 25 August 2017 to the ROV and agreed with the violations. This Order extends the period through 28 February 2018 and includes six additional dichlorobromomethane violations and one total coliform violation, which are subject to MMPs.

9. 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.

10. WDRs Order R5-2012-0033, IV.A.1.a., includes, in part, the following effluent limitations:

a. The Discharger shall maintain compliance with the following effluent limitations at Discharge Point 001...

Table 6. Effluent Limitations

Parameter	Units	Effluent Limitations		
		Average Monthly	Average Weekly	Maximum Daily
Dichlorobromomethane	µg/L	2.3	--	4.6

11. WDRs Order R5-2012-0033, IV.A.1.f., includes the following effluent limitations:

    f. Total Coliform Organisms. Effluent total coliform organisms shall not exceed:
    i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median;
    ii. 23 MPN/100 mL, more than once in any 30-day period; and
    iii. 240 MPN/100 mL, at any time.

12. WDRs Order R5-2017-0060, IV.A.1.a., includes, in part, the following effluent limitations at Discharge Point 001:

Table 4. Effluent Limitations

Parameter	Units	Effluent Limitations		
		Average Monthly	Average Weekly	Maximum Daily
Dichlorobromomethane	µg/L	4.3	--	11

13. WDRs Order R5-2017-0060, IV.A.1.e., includes the following effluent limitations:

    e. Total Coliform Organisms. Effluent total coliform organisms shall not exceed:
    i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median;
    ii. 23 MPN/100 mL, more than once in any 30-day period; and
    iii. 240 MPN/100 mL, at any time.

14. According to the Discharger's self-monitoring reports, the Discharger committed twelve (12) serious Group II violations and seven (7) non-serious violations of the above effluent limitations contained in WDRs Order R5-2012-0033 and R5-2017-0060 as shown in Attachment A. One (1) of the non-serious violations falls within the first three violations in a 180-day period, and thus is not subject to MMPs. Six (6) non-serious violations are subject to MMPs under Water Code section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period. Twelve (12) violations are defined as serious and subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of the Group II constituent dichlorobromomethane exceeded maximum prescribed levels in WDRs Order R5-2012-0033 and R5-2017-0060 by 20 percent or more. The ACL for twelve (12) serious violations and six (6) non-serious violations is **fifty-four thousand dollars ($54,000)**.

15. The total amount of the MMPs assessed for the alleged effluent violations is **fifty-four thousand dollars ($54,000)**. As stated herein, a detailed list of the alleged effluent limitation violations is included in Attachment A. This Order addresses an ACL for violations that are specifically identified in Attachment A as subject to MMPs.

16. Water Code section 13385, subdivision (k) states:

    (1) In lieu of assessing all or a portion of the mandatory minimum penalties pursuant to subdivisions (h) and (i) against a publicly owned treatment works serving a small community, the state board or the regional board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works, if the state board or the regional board finds all of the following:

(A) The compliance project is designed to correct the violations within five years.

(B) The compliance project is in accordance with the enforcement policy of the state board, excluding any provision in the policy that is inconsistent with this section.

(C) The publicly owned treatment works has prepared a financing plan to complete the compliance project.

(2) For the purposes of this subdivision, "a publicly owned treatment works serving a small community" means a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the state board after considering such factors as median income of the residents, rate of unemployment, or low population density in the service area of the publicly owned treatment works.

17. Under the State Water Resources Control Board's Water Quality Enforcement Policy (Enforcement Policy), a publicly owned treatment work (POTW) serving a small community is a POTW serving a community that has a financial hardship and has a population of 10,000[1] or fewer people, or lies completely within one or more rural counties.

18. Under the Enforcement Policy, "financial hardship" means that the community served by the POTW meets one of the following criteria:
    a) Median household income for the community is less than 80 percent of the California median household income;
    b) The community has an unemployment rate of 10 percent or greater; or
    c) Twenty percent of the population is below the poverty level.

19. The Central Valley Water Board finds the Discharger is eligible for a Compliance Project because the Facility is a publicly owned treatment works serving a small community with a financial hardship - it is located in Nevada County, which is a qualified rural county based on the 2013 United States Department of Agriculture Rural-Urban Continuum Codes for California, and serves a population of 3,068 with a median household income (MHI) of $43,770, which is 69% of the statewide MHI, according to the 2012-2016 American Community Survey 5-Year Estimates.

20. 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 **fifty-four thousand dollars ($54,000)** in MMPs against the Discharger.

21. 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

[1] Following adoption of the Enforcement Policy, Water Code section 13385, subdivision (k)(2) was amended to raise the population threshold to 20,000 or fewer people.

further action is warranted concerning the violations alleged herein and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

22. **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.

23. **Administrative Civil Liability:**
    a) The Discharger hereby agrees to the imposition of an ACL in the amount of **fifty-four thousand dollars ($54,000)** to the Central Valley Water Board to resolve the violations specifically alleged in Attachment A to this Order.

    b) In lieu of assessing all of the **fifty-four thousand dollars ($54,000)**, the Parties agree that the Discharger shall spend an equivalent amount towards the completion of a Compliance Project and the ACL shall be suspended (Suspended Liability) if the Discharger complies with the time schedule and requirements for the Compliance Project as detailed herein and in Attachment B of this Order. Attachment B to this Order is attached hereto and incorporated herein by reference. No additional liability above and beyond the Suspended Liability shall be suspended for costs incurred to complete the Compliance Project.

24. **Description of the Compliance Project:** The Compliance Project consists of renovating the Facility's sand filter/traveling bridge automation and backwash system. The current tertiary filtration operates by a disk filter and a sand filter in series operation. The filters may also be run in parallel operation during high flow events or be isolated for maintenance. Currently, the older sand filter backwash cycle must be started and stopped manually by an Operator due to the automatic controls for the traveling bridge and backwash system being inoperable. The Compliance Project will repair the sand filter control system to work in automatic mode, and improve the plumbing and pump repairs to the traveling bridge backwash system.

25. **Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the Compliance Project:** The Discharger understands that its promise to implement the Compliance Project, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Central Valley Water Board Prosecution Team. As a material consideration for the Central Valley Water Board's acceptance of this Stipulated Order, the Discharger represents and agrees that, in accordance with Water Code section 13385, subdivision (k)(1):

    A. The Compliance Project is designed to correct the violations within five years.

    B. The Compliance Project is in accordance with the enforcement policy of the state board.

i. The Discharger will implement and complete the Compliance Project as described in Attachment B to this Order;

ii. The Discharger will provide certifications and written reports to the Central Valley Water Board contact consistent with the terms of this Stipulated Order;

iii. The Discharger will guarantee implementation of the Compliance Project identified in Attachment B to this Order by remaining liable for the ACL of fifty-four thousand dollars ($54,000) until the Compliance Project is completed and accepted by the Central Valley Water Board in accordance with the terms of this Stipulated Order;

iv. The Discharger agrees that the Central Valley Water Board has the right to require a third party audit of the funds expended by it to implement the Compliance Project; and

v. The Discharger shall permit inspection of the Compliance Project by Central Valley Water Board staff during normal business hours, at any location where the Compliance Project is being implemented, as well as review of any documents associated with implementation of the Compliance Project, at any time without notice.

C. The Discharger has prepared a financing plan to complete the Compliance Project.

26. **Extension of the Implementation Schedule Deadlines:** If the Discharger cannot meet any of the deadlines or the Completion Deadline contained in Attachment B to this Order due to circumstances beyond the Discharger's anticipation or control, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date the Discharger first knew of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for the nonperformance and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

The determination as to whether the circumstances were beyond the reasonable control of the Discharger and its agents will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite the timely good faith efforts of the Discharger, due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger, a new compliance deadline shall be established and this Order will be revised accordingly. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

27. **Compliance Project Oversight:** The Discharger will oversee implementation of the Compliance Project. The Central Valley Water Board will provide additional oversight.

The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Central Valley Water Board to oversee the Compliance Project. The Compliance Project oversight costs are in addition to the ACL imposed against the Discharger and are not credited towards the Discharger's obligation to implement and complete the Compliance Project. Reasonable oversight tasks to be performed by the Central Valley Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the Compliance Project.

28. **Third Party Financial Audit of Compliance Project:** At the written request of the Central Valley Water Board, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Central Valley Water Board providing such party's(ies's) professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to the Central Valley Water Board within three (3) months of notice from the Central Valley Water Board to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Central Valley Water Board for oversight.

29. **Failure to Expend the Entire Suspended Liability on the Approved Compliance Project:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Central Valley Water Board that the entire Suspended Liability has been spent for the completed Compliance Project, the Discharger shall pay an ACL of the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the Compliance Project. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account this amount within 30 days of receipt of notice of the Central Valley Water Board's determination that the Discharger failed to demonstrate that the entire Suspended Liability was spent to complete the Compliance Project.

30. **Failure to Complete the Compliance Project:** Except as provided for in Paragraph 29, if the Compliance Project as described in Attachment B to this Order is determined to be infeasible, or if the Discharger fails to complete the Compliance Project by the deadline contained in Attachment B to this Order, the Central Valley Water Board shall issue an invoice to the Discharger in the amount of fifty-four thousand dollars ($54,000), plus any Compliance Project oversight costs incurred. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account this suspended liability within 30 days of receipt of the invoice.

31. **Certification of Completion of the Compliance Project:** On or before 31 December 2018, the Discharger shall provide a certified statement of completion of the Compliance Project (Certification of Completion). The Certification of Completion shall be submitted by a responsible official under penalty of perjury under the law of the state of California, to the Central Valley Water Board contact identified in Paragraph 35. The Certification of Completion shall include the following:

    a) Certification that the Compliance Project has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate the completion of the Compliance Project and the costs incurred by the Discharger.

b) Certification documenting the expenditures by the Discharger during the completion period for the Compliance Project. Expenditures may include but are not limited to, payments to outside vendors or contractors implementing the Compliance Project. The Discharger shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify Compliance Project expenditures.

c) Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the Compliance Project including but not limited to, the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act.

32. **Completion of the Compliance Project to the Central Valley Water Board's Satisfaction:** Upon the Discharger's satisfaction of its Compliance Project obligations under this Stipulated Order, and any audit requested by the Central Valley Water Board, Central Valley Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the Compliance Project. Receipt of this letter shall terminate any further Compliance Project obligations of the Discharger and result in the dismissal of the Suspended Liability.

33. **Publicity:** Whenever the Discharger or its agents or subcontractors publicizes one or more elements of the Compliance Project, it shall state in a prominent manner that the Compliance Project is being undertaken as part of the settlement of an enforcement action by the Central Valley Water Board against the Discharger.

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

35. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:
Kari Holmes
Senior Water Resources Control Engineer
NPDES/Stormwater Compliance and Enforcement
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
(916) 464-4623
Kari.Holmes@waterboards.ca.gov

For the Discharger:
David J. Newguard, Chief of WWTP Operations
City of Nevada City
508 Granite Hill Ct
Grass Valley, CA 95945
(925) 826-2573

ncwwtpdavid@gmail.com

36. **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.

37. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:

    a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or

    b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.

45. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.

46. **Waiver of Right to Petition:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

47. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action.

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

49. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

50. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.

51. **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.

52. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.

53. **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.

54. **Counterpart Signatures:** This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: *Original Signed By* Date: 25 May 2018
Andrew Altevogt
Assistant Executive Officer

City of Nevada City

By: *Original Signed By* Date: 8 June 2018
David J. Newgard
Chief of WWTP Operations

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

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.

2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.

3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

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

Original Signed By Date: 12 July 2018

Patrick Pulupa
Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Record of Violations
Attachment B: Compliance Project Description

City of Nevada City
Wastewater Treatment Plant
RECORD OF VIOLATIONS (1 January 2016 – 28 February 2018) MANDATORY PENALTIES
(Data reported under Monitoring and Reporting Programs R5-2012-0033 and R5-2017-0060)

	Date	Parameter	Units	Limit	Measured	Period	Remarks	CIWQS
1	30-Sept-16	Dichlorobromomethane	µg/L	2.3	2.9	Monthly Average	2	1014429
2	4-Oct-16	Dichlorobromomethane	µg/L	4.6	5.1	Maximum Daily	3	1015577
3	31-Oct-16	Dichlorobromomethane	µg/L	2.3	5.1	Monthly Average	2	1015576
4	31-Dec-16	Dichlorobromomethane	µg/L	2.3	2.9	Monthly Average	2	1018904
5	31-Jan-17	Dichorobromomethane	µg/L	2.3	3.1	Average Monthly	2	1021053
6	28-Feb-17	Dichlorobromomethane	µg/L	2.3	2.6	Average Monthly	4	1022814
7	27-Mar-17	Total coliform organisms	MPN/100 mL	2.2	4.0	7-Day Median	4	1023964
8	31-Mar-17	Dichlorobromomethane	µg/L	2.3	3.0	Average Monthly	2	1023965
9	19-Apr-17	Total coliform organisms	MPN/100 mL	2.2	4.0	7-Day Median	4	1024778
10	30-Apr-17	Dichlorobromomethane	µg/L	2.3	2.9	Average Monthly	2	1024777
11	10-May-17	Dichlorobromomethane	µg/L	4.6	6.5	Maximum Daily	2	1027583
12	31-May-17	Dichlorobromomethane	µg/L	2.3	6.5	Average Monthly	2	1027582
13	20-Jun-17	Dichlorobromomethane	µg/L	4.6	4.7	Maximum Daily	4	1028604
14	31-Jun-17	Dichlorobromomethane	µg/L	2.3	4.7	Average Monthly	2	1028605
15	10-July-17	Dichlorobromomethane	µg/L	4.6	10	Maximum Daily	2	1029771
16	31-July-17	Dichlorobromomethane	µg/L	2.3	10	Average Monthly	2	1029772
17	30-Sept-17	Dichlorobromomethane	µg/L	4.3	4.9	Average Monthly	4	1033864
18	30-Nov-17	Dichlorobromomethane	µg/L	4.3	7.6	Average Monthly	2	1036241
19	30-Dec-17	Total coliform organisms	MPN/100 mL	2.2	7.0	7-Day Median	4	1038007

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 180-day period, thus is not subject to mandatory minimum penalties. Penalties that may be assessed for this violation are discretionary. This violation is not addressed or resolved in this ROV.
4. Non-serious violation subject to mandatory minimum penalties.

VIOLATIONS AS OF:	**2/28/18**
Group I Serious Violations:	0
Group II Serious Violations:	12
Non-Serious Violations Not Subject to MMPs:	1
Non-serious Violations Subject to MMPs:	6
Total Violations Subject to MMPs:	**18**

Mandatory Minimum Penalty = (12 Group II Serious + 6 Non-Serious Violations Subject to MMPs) x $3,000 = $54,000

Compliance Project Description

Compliance Project Title: Sand Filter/Traveling Bridge Compliance Project

Geographic Area of Interest: The City of Nevada City Wastewater Treatment Plant

Name of Responsible Entity: City of Nevada City

Contact Information:

David Newgard, Chief Plant Operator
City of Nevada City
317 Broad St.
Nevada City, CA 95959
(530) 265-2496
ncwwtpdavid@gmail.com

Compliance Project Description:

The Sand Filter/Traveling Bridge Compliance Project (Compliance Project) is designed to mitigate effluent limitation violations by improving the Facility's sand filter/traveling bridge automation and backwash system. The current tertiary filtration operates by a disk filter and a sand filter in series operation. The filters may also be run in parallel operation during high flow events or be isolated for maintenance. Currently, the older sand filter backwash cycle must be started and stopped manually by an Operator due to the automatic controls for the traveling bridge and backwash system being inoperable.

Coliform organisms are intended as an indicator of the effectiveness of the entire treatment train and the effectiveness of removing other pathogens from the wastewater. Although the Discharger provides disinfection with liquid chlorine injection, inadequate or incomplete disinfection creates the potential for pathogens to be discharged. The Compliance Project aims at repairing the filtration system to ensure optimum conditions for disinfection, which will subsequently reduce the number of total coliform violations occur in the future.

Repairing the filtration system's automatic mode capability will help ensure that turbidity levels do not exceed the system operating specifications specified in Order R5-2017-0060. These turbidity specifications serve as standards to check whether the filtration system is operating properly to provide adequate disinfection of the wastewater. Failure of the treatment system such that virus removal is impaired would normally result in increased particles in the effluent, which result in higher effluent turbidity. By reducing the number of solids and overall particle size before disinfection, the amount of chlorine and dechlorinating agents needed for the disinfection process will be reduced. This will mitigate the chances of organic matter reacting with the dechlorinating agent, which together form dichlorobromomethane.

The Discharger proposes to repair the sand filter control system to work in automatic mode, and improving the plumbing and pump repairs to the traveling bridge backwash system. The proposed improvements will allow the sand filter system to thoroughly backwash the media and skim off any floating solids to minimize effluent turbidity during the chlorination process. The controller will automatically start and stop the sand filter backwash cycle, and enable the filter to

flush on its own based on demand, using timers, or floats, without a staff member needed, avoiding any by-passing of the filter.

Estimated Cost of Compliance Project Completion:

The total cost of the proposed Compliance Project is estimated to be $68,564.96, and the $54,000 of MMPs associated with this Order will be used to fund the Compliance Project.

Water body, beneficial use and/or pollutant addressed by this Compliance Project:

The project is expected to improve water quality of effluent to Deer Creek, which is tributary to the Yuba River.

Compliance Project Schedule, Budget, and Deliverables:

1. Progress Reports. The Discharger will submit a progress report summarizing the improvements to the Sand Filter/Traveling Bridge, controllers, electrical and pumps. At minimum, the progress report shall include the status of the Compliance Project and receipts for expenditures. The Discharger provided the Central Valley Water Board with a summary of its financing plan as of 30 June 2017. Certificates of participation from the United States Department of Agriculture (USDA) Wastewater COP's Series 2005 and 2007, and from the 2008 Citizens' Wastewater Treatment Plant Refunding indicate that the Discharger has a total of $3,979,487.00 available to fund the remainder of the Project.

   Deliverable: Progress reports and written notification of completion of the construction and expenditures.
   Due Date: **Progress Report due 1 August 2018**

2. Completion Date. The Discharger shall complete the Compliance Project by **30 September 2018**

3. Final Report. The Discharger shall include a summary of all tasks completed per this Compliance Project, an analysis of the success of the Compliance Project, and a post-Compliance Project accounting of all expenditures. The accounting shall clearly show whether the final cost of the completed Compliance Project is less than, equal to, or more than the suspended liability of $54,000. The report shall be completed under penalty of perjury.

   Deliverable: Final Report
   Due Date: **31 December 2018**