

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2006-0510

PLACER COUNTY SERVICE AREA NO. 28, ZONE NO. 24
APPLEGATE WASTEWATER TREATMENT FACILITY
PLACER COUNTY

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Water Board), and Placer County Department of Facility Services Area No. 28, Zone No. 24 (Discharger) hereby agree to this Settlement Agreement (Agreement) of Administrative Civil Liability (ACL) Complaint No. R5-2006-0510, dated 23 June 2006.

1. This Agreement is entered into by the Executive Officer and the Discharger to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC), Waste Discharge Requirements (WDRs) Order No. 5-01-165 and Cleanup and Abatement (C&A) Order No. 5-01-708.
2. The Executive Officer agrees that full compliance with this Agreement constitutes settlement of ACL Complaint No. R5-2006-0510. ACL Complaint No. R5-2006-0510 alleges that Placer County Department of Facility Services failed to comply with Discharge Prohibition Nos. A.1 and A.3 of its WDRs, and Item No. 1 of its C&A Order. ACL Complaint No. R5-2006-0510 proposed a liability in the amount of \$300,000.
3. Placer County Department of Facility Services Area No. 28, Zone No. 24 has proposed to settle this matter.
4. The Executive Officer and the Discharger believe that settlement of this matter is in the best interest of the people of the State. Therefore, in settlement of ACL Complaint No. R5-2006-0510, the Discharger agrees to comply with the terms and conditions of this Agreement.
5. The Discharger agrees to the following conditions:
 - a. Pay \$16,000 to the *State Water Resources Control Board Cleanup and Abatement Account (C&A Account)* by **25 November 2006**.
 - b. By **25 November 2006**, the Discharger will provide documentation showing that the wastewater from the two private sewer connections has been diverted from the Applegate wastewater ponds to the storage tanks for offsite trucking.
 - c. By **1 September 2007**, the Discharger will provide proof that the \$66,000 suspended portion of the liability has been used in the design of the pipeline to transfer wastewater from Applegate to the SMD 1 collection system.
 - d. By **1 September 2008**, the Discharger will provide proof that construction of the pipeline has begun.

- e. **By 15 October of each year** (except as noted in Item 5.b), the Discharger will provide documentation showing that the wastewater from all sewer connections has been diverted from the Applegate wastewater ponds to the storage tanks.
 - f. **Between 15 October and 15 May of each year**, the Discharger will collect and truck all wastewater generated from all 27 connections in the Applegate service area. This action will ensure that wastewater remaining in the ponds at the end of the summer season has time to percolate and evaporate prior to the winter rains, and that any future winter spills will be composed solely of groundwater which has infiltrated into the ponds during the winter months. The hauling program shall continue each year until the pipeline to SMD 1 is fully operational. The monitoring reports submitted for the months of October through May shall contain proof of hauling.
6. In consideration of the Discharger's compliance with this Agreement, the Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the Discharger for the violations alleged in ACL Complaint No. R5-2006-0510. In consideration of the Executive Officer's settlement of ACL Complaint No. R5-2006-0510, the Discharger agrees to toll any applicable statute of limitations.
 7. Compliance with this Agreement will be measured by the timely submittal of the \$16,000 and the timely completion of the tasks cited in Item No. 5 above. If the Discharger fails to fully comply with this Agreement at any time, then **within 30 days of the demand of the Executive Officer**, the Discharger shall submit payment of the remaining \$66,000, which is the suspended portion of the ACL Complaint. In addition, the Regional Water Board may take any administrative or judicial enforcement actions available, including re-issuance of a complaint for administrative civil liability for the suspended portion of the ACL proposed in ACL Complaint No. R5-2005-0510.
 8. The Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60.
 9. 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 California Regional Water Quality Control Board, Central Valley Region.
 10. The Discharger 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.
 11. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.
 12. This Agreement may be executed in counterpart.

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 **1 December 2006**.

California Regional Water Quality Control Board
Central Valley Region:

Original Signed By

By: _____
PAMELA C. CREEDON, Executive Officer

Date: _____
December 18, 2006

Discharger:

Original Signed By

By: _____
~~Mr. Will Dickenson, Placer County Department of Facility Services, Deputy Director~~
Mr. James Durfee, Placer County Department of Facility Services, Director

Date: _____
November 14, 2006