

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

In the Matter of:

**SHASTA COUNTY CSA #17
SANITARY SEWER SYSTEM
SHASTA COUNTY**

ORDER R5-2020-0553 (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 or Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and Shasta County, a political subdivision of the State of California and CSA #17 (collectively Discharger or County) (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 (Water Code) section 13323 and Government Code section 11415.60.

II. Background

2. The Discharger owns and operates a sanitary sewer collection system greater than one mile in length that serves the unincorporated community of Cottonwood. The Discharger's sanitary sewer system consists of approximately 97,000 lineal feet of sewer lines. When the sanitary sewer system overflows, discharges to a Waters of the United States may occur.
3. The *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, State Board Order No. 2006-0003, as revised by WQ-2013-0058-EXEC, (General Order) regulates the Discharger's sanitary sewer system. The General Order requires the Discharger to operate and maintain its collection system to prevent sanitary sewer overflows and spills. Prohibition C.1 of the General Order states that the discharge of untreated or partially treated wastewater from the collection system to waters of the United States is prohibited.
4. Section 301 of the Clean Water Act (33 U.S.C. § 1311) and Water Code section 13376 prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The General Order is not a NPDES permit. The Discharger does maintain coverage

under a separate NPDES permit for surface water discharge from its wastewater treatment plant (discussed below), however, this permit does not authorize the discharge of untreated sewage to surface waters.

III. Allegations: Sanitary Sewer Overflows

5. Beginning on 2 February 2019 and ending 3 February 2019, the Discharger discharged 465,227 gallons of untreated domestic and municipal wastewater from its collection system to a stormwater conveyance which discharges to Cottonwood Creek, a tributary to the Sacramento River, and a Waters of the United States.
6. The County violated Prohibition C.1 of the General Order, Section 301 of the Clean Water Act, and Water Code section 13376 on 2 February 2019 to 3 February 2019 when it discharged 465,227 gallons of untreated sewage to a Waters of the United States.
7. Pursuant to Water Code section 13385 subdivision (a), any person who violates Water Code section 13376 or any requirements of Section 301 of the Clean Water Act is subject to administrative civil liability pursuant to Water Code section 13385 subdivision (c), in an amount not to exceed the sum of both of the following: (1) ten thousand dollars (\$10,000) for each day in which the violation occurs; and (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) per gallon discharged but not cleaned up over 1,000 gallons.
8. Pursuant to Water Code section 13327, in determining the amount of civil liability, the regional board shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on the ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters as justice may require.
9. The *State Water Board's Water Quality Enforcement Policy* (Enforcement Policy) was adopted on 4 April 2017. The Enforcement Policy's effective date is 5 October 2017. The use of the Enforcement Policy's penalty methodology addresses the factors required to be considered when imposing administrative civil liability.
10. The details of this violation, including the factors required to be considered by Water Code section 13327, are set forth in full in the accompanying Attachment A, which is incorporated herein by this reference as if set forth in full. The total liability proposed for this violation is **two hundred thirty-five thousand, seven hundred sixty dollars (\$235,760)**.

IV. Allegations: Mandatory Minimum Penalties

11. The Discharger owns and operates the Cottonwood Wastewater Treatment Plant.
12. On 27 May 2010, the Central Valley Water Board issued Waste Discharge Requirements for Shasta County Service Area No. 17, Order R5-2010-0044, NPDES CA0081507, which became effective on 16 July 2010 and regulated the Discharger's wastewater treatment plant until 30 September 2016. Treated wastewater is discharged from Discharge Point D-001 to Cottonwood Creek, a water of the United States. The Discharger is subject to effluent limitations measured at monitoring location EFF-001 contained in its NPDES permit for discharges from Discharge Point D-001.
13. On 19 August 2016, the Central Valley Water Board issued NPDES permit Order R5-2016-0066, which became effective on 1 October 2016 and currently regulates the County's wastewater treatment plant. Treated wastewater is discharged from Discharge Point D-001 to Cottonwood Creek, a water of the United States. The Discharger is subject to effluent limitations measured at monitoring location EFF-001 contained in its NPDES permit when discharging at Discharge Point D-001.
14. As described in Attachment B, since 16 December 2013 the Discharger has violated the effluent limitations contained in Order R5-2010-0044 for pH; total coliform organisms; and total residual chlorine and has violated its effluent limitations contained in Order R5-2016-0066 for ammonia; biochemical oxygen demand; biochemical oxygen demand, percent removal; chlorodibromomethane; dichlorobromomethane; pH; total coliform organisms; total residual chlorine; total suspended solids; copper, total recoverable; and zinc, total recoverable.
15. These exceedances of effluent limitations are subject to mandatory minimum penalties pursuant to Water Code section 13385 subdivision (h)(1). Water Code section 13385 subdivision (h)(1) requires that a mandatory minimum penalty of \$3,000 be assessed for each serious violation of an effluent limit. A serious violation is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirement by 40% or more for Group I pollutants and 20% or more for Group II pollutants. Order R5-2010-0044 and Order R5-2016-0066 specify the effluent limitations that apply to the Discharger.
16. Water Code section 13385 subdivision (i)(1) requires that a mandatory minimum penalty of \$3,000 be imposed for each non-serious violation. A non-serious violation is defined, in part, as whenever the discharger exceeds a waste discharge requirement effluent limitation four or more times in a six-month period, except that the first three violations are not counted.

The Discharger has incurred a total of **two hundred eighty-two thousand dollars (\$282,000)** in mandatory minimum penalties pursuant to Water Code section 13385 subdivisions (h) and (i). Attachment B provides a record of each violation.

V. Stipulations

The Parties stipulate to the following:

17. The Parties have engaged in confidential settlement negotiations and agree to settle the alleged violations 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 violation by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of **five hundred seventeen thousand seven hundred sixty dollars (\$517,760)**, subject to section 21 herein.
18. 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 is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.
19. **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.
20. **Administrative Civil Liability**:
 - a. The Discharger hereby agrees to the imposition of an ACL in the amount of **five hundred seventeen thousand seven hundred sixty dollars (\$517,760)** to resolve the violations specifically alleged in Attachment A and Attachment B to this Order.
 - b. The Discharger agrees to pay **one hundred seventy-five, seven hundred sixty dollars (\$175,760)** to the *State Water Board's Cleanup and Abatement Account* and shall indicate this Order number on the check. The Discharger shall send the original check referencing this Order number to the following address:

Division of Administrative Services
ATTN: Accounting, State Water Resources Control Board
1001 I Street 18th Floor
Sacramento, California 95814
 - c. A copy of the check described above shall be sent to the Prosecution Team contact listed in Paragraph 37.

- d. **Sixty thousand dollars (\$60,000)** in liability shall be satisfied through the completion of an Enhanced Compliance Action (ECA) as described below and in Attachment D.
 - e. The **two hundred eighty-two thousand dollars (\$282,000)** in liability assessed pursuant to Water Code section 13385 subdivisions (h)(1) shall be satisfied through a Compliance Project as described below and in Attachment E.
21. **Representations and Agreements:** The Discharger understands that the completed ECA and Compliance Project are 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 it will complete the ECA as described herein and in Attachment D and the Compliance Project as described herein and in Attachment E.
22. **County's Financial Hardship Status:** The Enforcement Policy defines a community with a financial hardship as one that satisfies one of the following conditions: (1) the median household income for the community is less than 80 percent of the California median household income; (2) the community has an unemployment rate of 10 percent or greater; (3) twenty percent of the population is below the poverty level. The County qualifies as a small community with a financial hardship, as defined by the Enforcement Policy, and Water Code section 13385 subdivision (k), because the median household income for the community is less than 80 percent of the California median household income, and the community has an unemployment rate of 10 percent or greater.
23. **Enhanced Compliance Actions (ECAs) and Suspended Liability:** Enforcement Policy section IX. provides,
- ECAs are projects that enable a discharger to make capital or operational improvements beyond those required by law, and are separate from projects designed to merely bring a discharger into compliance. The Water Boards may approve a settlement with a discharger that includes suspension of a portion of the monetary liability of a discretionary ACL for completion of an ECA. Except as specifically provided [in the Enforcement Policy], any such settlement is subject to the rules that apply to Supplemental Environmental Projects [established in the *State Water Board Policy on Supplemental Environmental Projects*, effective May 3, 2018 (SEP Policy)].
24. The Prosecution Team has determined that the County's ECA complies with the Enforcement and SEP Policies. The Prosecution Team has determined that it is appropriate to divert **sixty thousand dollars (\$60,000)** of the total liability in this matter towards an ECA as allowed by the Enforcement Policy. The County proposes to implement the following ECAs:

- a. CSA 17 Collection System Improvement Project – Additive Alternative A, Replacement of Deficient Pipeline and Raising of Manholes
 - i. The CSA 17 Collection System has documented areas subject to infiltration and inflow (I&I) and sags as indicated by closed circuit television (CCTV) inspection of the entire system. The CSA 17 Collection System Improvement Project for which grant funding has been obtained will address many of these issues. The goal of this project is to add to the currently planned scope of the Collection System Improvement Project to replace a deficient pipeline with sags and raise manholes that contribute I&I and cause wastewater backups with the potential to result in sanitary sewer overflows (SSOs). An existing section of 12inch pipeline is known to be in a problem area where backups and overflows have threatened to occur. As such, Shasta County now desires to add this section of pipeline to the scope of the previously planned Collection System Improvement Project. Refer to Attachment D, Figure 1 for a map of the CSA 17 Collection System showing improvements to be completed as part of the grant-funded project in red, as well as improvements added to the scope to be paid for by County funds as part of this ECA in orange. All improvements will reduce system I&I, sags, and other pipeline deficiencies to increase pipe capacity and reduce occurrences of backups and SSOs.
25. **ECA Completion Deadline:** The County shall comply with the following agreed upon ECA completion deadlines. Additionally, the County shall submit a Certificate of Completion, as described below, upon the completion of the ECA declaring such completion and detailing fund expenditures and goals achieved. The deadline for completion of the ECA is 31 March 2023 and the deadline for submission of the Final Report is 31 May 2023.
26. **Request for Extension of Final ECA Completion Deadlines:** If the County cannot meet the ECA Completion Deadlines due to circumstances beyond the County's anticipation or control, the County shall notify the Executive Officer in writing within thirty (30) days of the date the County first knew of the event or circumstance that caused or could have caused a violation of this Stipulated 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 County to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance with this Stipulated Order. The County 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 County 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 County, due to circumstances beyond the control of the County that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the County, a new compliance deadline shall be established and provided to the County in writing with the effect of revising this Stipulated Order. The Executive Officer will endeavor to grant a reasonable extension of time, if warranted.

27. **Audits and Certification of Enhanced Compliance Action:** Within 30 days of completion of the ECA, the County shall submit a certified statement of completion of the ECA (“Certification of Completion”). The County’s authorized representative shall submit the Certification of Completion under penalty of perjury to the designated Central Valley Water Board contact. The Certification of Completion shall include the following:
- a. **Certification of Expenditures:** Certification documenting all expenditures by the County. The expenditures may include external payments to outside vendors or contractors implementing the ECA. If applicable, the expenditures may include the costs of internal environmental management resources and internal business unit resources, provided that such expenditures are directly related to development and implementation of the ECA. In making such certification, the official may rely upon normal company and project tracking systems that captures employee time expenditures and external payments to outside vendors. The County shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify ECA expenditures.
 - b. **Certification of Performance of Work:** Certification that the ECA has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other material reasonably necessary for the Central Valley Water Board to evaluate the completion of the ECA and the costs incurred by the County.
 - c. **Certification that Work Performed on ECA Met or Exceeded Requirements of CEQA and other Environmental Laws [where applicable]:** Certification that the ECA meets or exceeds the requirements of CEQA and/or other environmental laws. Unless the County is exempted from compliance with CEQA, the County shall, before the ECA implementation date, consult with other interested state agencies regarding potential impacts of the ECA.
28. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved ECA:** In the event that the County is not able to demonstrate to the reasonable satisfaction of the designated Central Valley Water Board contact that the entire ECA amounts pursuant to Paragraph 25 have been spent for the completed ECAs, the County shall pay as an administrative civil liability the

difference between the ECA amounts and the amounts the County can demonstrate were actually spent on the ECA.

29. **Failure to Complete the ECA:** If the ECA is not fully implemented by the Paragraph 26 *ECA Completion Deadlines* required by this Stipulated Order and an extension has not been granted by the Central Valley Water Board's Executive Officer pursuant to Paragraph 27 above, the designated Central Valley Water Board contact shall issue a Notice of Violation. As a consequence, the County shall be liable to pay the entire Suspended Liability to the *State Water Pollution Cleanup and Abatement Account*.
30. **Compliance Project:** As a material consideration for the Central Valley Water Board's acceptance of this 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 identified in Attachment B within five years.
 - b. The Compliance Project is in accordance with the Enforcement Policy:
 - i. The Central Valley Water Board will not authorize additional compliance projects for the project completed as described below, except under unusual circumstances.
 - ii. 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,
 - iii. The Discharger shall permit inspection of the Compliance Project by the 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 County agrees to implement the following Compliance Project: Cottonwood Wastewater Treatment Plant Improvement Project – Additive Alternative A, Installation of Redundant Traveling Bridge Sand Filter
 - i. The goal of this project is to have a redundant filter at CSA 17 for ease of operations and maintenance. A new filter is being constructed as part of the base bid part of the project; however, the existing filter is obsolete, and replacement parts cannot be obtained. One filter is operated at all times and therefore cannot be taken offline for maintenance, as such Shasta County desires to include Additive Alternative A to the project to retrofit the existing filter. A redundant filter will allow for a filter to be taken offline

annually for deep cleaning and other preventative maintenance thus maximizing filter useful life.

31. **Compliance Project Completion Deadline:** The County shall comply with the following agreed upon Compliance Project completion deadlines. Additionally, the County shall submit a Certificate of Completion, as described below, upon the completion of the Compliance Project declaring such completion and detailing fund expenditures and goals achieved. The deadline for completion of the Compliance Project is 7 May 2021 and the deadline for submission of the Final Report is 7 July 2021.
32. **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 acceptable to the Central Valley Water Board providing a professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. 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.
33. **Publicity:** Whenever the Discharger or its agents or subcontractors publicize the ECA or Compliance Project, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action by the Central Valley Water Board against the County.
34. **Site Inspections:** The Discharger shall permit Central Valley Water Board's staff to inspect during normal business hours any location where the ECA or Compliance Project is being implemented as well as review any documents associated with implementation of the ECA or Compliance Project at any time without notice.
35. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability 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 continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability. 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, provided however that the Central Valley Water Board shall not undertake any action or steps to retroactively enforce any such changes with respect to any violation, matter, or allegation that is the subject of this Stipulated Order.
36. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:

Jeremy M. Pagan
364 Knollcrest Drive, Suite 205
Redding, CA
96002
(530) 224-4850
Jeremy.Pagan@waterboards.ca.gov

For the Discharger:

Patrick Minturn
1855 Placer Street
Redding, CA
96002
(530) 225-5661
pminturn@co.shasta.ca.us

37. **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.
38. **Matters Addressed by Stipulated Order:** Upon the Central Valley Water Board's adoption of this Order, this Order presents a final and binding resolution and settlement of alleged violations of the General Order associated with the 2-3 February 2019 discharge event and of mandatory minimum penalties associated with violations of the County's NPDES Permits, Orders R5-2010-0044 and R5-2016-0066, identified by Central Valley Water Board staff as of July 1, 2020. The Central Valley Water Board Prosecution Team further represents that it is not aware of any unresolved or pending violation with respect to the 2-3 February 2019 discharge event that is not within the scope of this Stipulated Order.
39. **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.
40. **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.

41. **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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **If Stipulated 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 the following objection related to their efforts to settle this matter, including:

- 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. The Prosecution Team, including its representatives and delegates, represents that it has not had any *ex parte* settlement or other discussions with the Central Valley Water Board and further represents that it shall not disclose any material facts or related settlement information to the Central Valley Water Board other than settlement information also made available to the general public 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. Laches, delay, equitable, and other affirmative defenses based on allegations or facts unrelated to or not based on the amount of time that the Parties have devoted to settlement efforts are not waived.
47. **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.
48. **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 right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
49. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the 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.
50. **Water Boards and County of Shasta 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.

Neither the Shasta County Board of Supervisors, nor any County of Shasta staff, attorneys, or representatives shall be liable for any injury or damages, of any type, including but not limited to persons or property resulting from the negligent or intentional acts or omissions by the Central Valley Water Board or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities, actions, enforcement, or any other conduct arising out or pursuant to this Order.

51. **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.
52. **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.
53. **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.
54. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
55. **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.
56. **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 _____

Clint E. Snyder, P.G.

Assistant Executive Officer

7/31/2020 _____

Date

On behalf of Shasta County and CSA #17

By: Original Signed By _____

Patrick Minturn

7/30/2020 _____

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.
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.

Patrick Pulupa
Executive Officer
Central Valley Regional Water Quality Control Board

Date

- Attachment A: Penalty Methodology
- Attachment B: Mandatory Minimum Penalties
- Attachment C: Economic Benefit Analysis
- Attachment D: Enhanced Compliance Action Project Proposal
- Attachment D Figure 1: Proposed Collection System Improvements
- Attachment E: Compliance Project Proposal