CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION

In the matter of:	)	
	)	**Order R1-2017-0050**
City of Rio Dell	)	
Wastewater Treatment Plant	)	**SETTLEMENT AGREEMENT AND**
WDID No. 1B83134OHUM	)	**STIPULATION FOR ENTRY OF**
	)	**ADMINISTRATIVE CIVIL LIABILITY**
	)	**ORDER**
	)	

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation Order) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the City of Rio Dell (Discharger) (collectively Parties) and is presented to the Regional Water Board for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

Section II: RECITALS

1. The Discharger owns and operates the City of Rio Dell Waste Water Treatment Facility (Facility) located at 475 Hill Top Drive, Rio Dell. The Discharger owns and operates the wastewater collection, treatment, and disposal facilities that serve approximately 3,100 people within the City of Rio Dell. The Facility treats domestic, commercial and industrial wastewater. During the wet season (October 1 through May 14) effluent secondary wastewater is discharged to the Eel River. During the dry season (May 15 through September 30) effluent secondary wastewater is discharged to a 23-acre pasture irrigation site.

2. On September 29, 2011, the Regional Water Board adopted Waste Discharge Requirements (WDRs) Order No. R1-2011-0054 to regulate discharges from the Discharger's WWTF to the Pacific Ocean. Order No. R1-2011-0054 became effective on June 30, 2011, and serves as a National Pollution Discharge Elimination System (NPDES) permit under the federal Clean Water Act.

3. On October 31, 2016, the Prosecution Team issued Administrative Civil Liability (ACL) Complaint No. R1-2016-0050 to the Discharger. The Complaint alleges that the Discharger exceeded the effluent limits for Total Ammonia Nitrogen, Total Nitrate Nitrogen, Total Nitrogen and Total Coliform Organisms set forth in WDRs Order No. R1-2011-0054 on nine (9) occasions, all of which are subject to mandatory minimum penalties (MMPs). The Complaint recommends the imposition of administrative civil liability in the amount of $27,000 in MMPs for the violations alleged in the Complaint.

4. Pursuant to California Water Code (CWC) section 13385, subdivision (k) and the State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy) as a publicly owned treatment works (POTW) serving a small community with a financial hardship may elect to do a Compliance Project (CP). As discussed in Attachment B, staff have reviewed the most recent available economic data from the United States Census Bureau, and have confirmed that Crescent City WWTF serves a small community with a financial hardship and is therefore eligible to apply MMPs towards completion of a compliance project.

5. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code section 13385 set forth in the Complaint, the Parties have agreed to the imposition of administrative civil liability in the amount of twenty-seven thousand dollars ($27,000) in MMPs against the Discharger. The Parties have further agreed that the Discharger will apply these penalties toward the cost to complete a Compliance Project (CP) in lieu of paying the assessed penalty amount.

6. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives and meets the requirements under Water Code section 13385, subdivisions (h) and (i), and the Enforcement Policy, so that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation and Order, and that this Stipulation and Order are in the best interest of the public.

Section III: Stipulations

NOW, THEREFORE, in consideration of the execution of the Stipulated Order and the releases, satisfactions, and promises made herein, it is hereby agreed upon and the Parties stipulate to the following:

7. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.

8. **Administrative Civil Liability:** The Discharger shall be subject to administrative civil liability in the amount of $27,000 in MMPs, the total of which shall be suspended pending completion of a CP, as set forth herein and in Attachment "A" (Project Proposal) and Attachment "C" (Revised Schedule), and incorporated by this reference. Should the Discharger fail to complete the CP as described herein, the Discharger shall pay the $27,000, or a pro-rated amount determined by the Regional Water Board or its delegate, to the State Water Pollution Cleanup and Abatement Account. Payment of

any or the entire previously suspended amount does not relieve the Discharger of its independent obligation to take necessary actions to achieve compliance with WDR Order No. R1-2011-0054.

9. **CP Description:** The CP consists of the installation of four new Dissolved Oxygen (DO) probes and four air sensors with actuating valves to better control the air flowing to each aeration tank. The Facility has two DO probes at the first stage of the aeration process. These two DO probes will be replaced and two more DO probes will be installed at the second stage of the aeration process. The goal of the CP is to eliminate ammonia and total nitrogen violations by having more precise control on the nitrification/denitrification process within the WWTF.

10. **Milestone Requirements:** The Discharger agrees that this Stipulation includes the Milestone Requirements set forth below. The Discharger acknowledges that credit for completing any Milestone Requirement is depended on the Regional Water Board's or its delegate's adoption of this Stipulation as an Order. The implementation schedule for completion of the CP is as follows:

Milestone	Description	Completion Date
1	Present CP to council for approval	March 6, 2018
2	Order equipment from Aeromod	March 7, 2018
3	Submit Progress Report	April 30, 2018
4	Install equipment	July 31, 2018
5	Submit Progress Report	August 31, 2018
6	Technician from Aeromod to reprogram, update and calibrate equipment	September 30, 2018
7	CP completed	November 30, 2018
8	Submit Final Report/Certification of Completion	December 31, 2018

11. **CP Costs:** The Discharge has estimated the cost to be approximately $49,618 to complete all milestones. The amount of the liability to be suspended upon completion of the CP is $27,000 in MMPs, as authorized by Water Code section 13385, subdivision (k).

12. **CP Completion Date:** The CP shall be completed by November 30, 2018. A final report certifying the completion of the CP shall be provided to the Regional Water Board and the State Water Resources Control Board's Division of Financial Assistance by December 31, 2018, as described in paragraph 15.

13. **Failure to Complete CP:** If the Discharger fails to complete the CP by November 30, 2018, as required by this Stipulation and Order, (or by the extended Completion Date, if an extension is granted pursuant to Paragraph 18), the Regional Water Board staff shall issue a Notice of Violation (NOV). As a consequence, the Discharger shall be liable to pay the State Water Resources Control Board Cleanup and Abatement Account the Suspended Liability of $27,000 within 30 days of receipt of the NOV.

14. **Agreement of Discharger to Implement CP:** As a material consideration for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents and agrees that: 1) it will implement and complete the CP as described in this Settlement Agreement and Stipulated Order; 2) it will provide certifications and written reports to the Designated Regional Water Board Representative consistent with the terms of this Stipulated Order detailing the implementation of the CP; and 3) it will guarantee implementation of the CP by remaining liable for $27,000 of suspended administrative liability until the CP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulated Order. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the CP.

15. **Certification of Completion of CP:** On or before December 31, 2018, the Discharger shall provide a certified statement of completion of the CP ("Certification of Completion"). The Certification shall be submitted by a responsible official under penalty of perjury under the laws of the state of California, to Regional Water Board staff. The Certification of Completion shall include the following:

    a. Certification that the CP 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 Regional Water Board to evaluate the completion of the CP and the costs incurred by the Discharger.

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

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

16. **Third Party Financial Audit of CP:** At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') 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 Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.

17. **Failure to Expend the Entire Suspended Liability on the Approved CP:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire suspended liability of $27,000 has been spent for the completed CP, the Discharger shall pay the difference between the suspended liability of $27,000 and the amount the Discharger can demonstrate was actually spent on the CP, as administrative civil liability. The Discharger shall be liable to pay the State Water Resources Control Board Cleanup and Abatement Account the additional administrative civil liability within 30 days of receipt of notice of the Regional Water Board staff's determination that the Discharger failed to demonstrate that the entire CP Amount was spent to complete the CP.

18. **Extension of the Implementation Schedule Deadlines:** If, given written justification from The Discharger and the Regional Water Board staff determine that a delay in the CP implementation schedule is beyond the Discharger's reasonable control, the Regional Water Board's Executive Officer may revise the implementation schedule as appropriate. Written justification must be received by the Designated Regional Water Board Representative 10 working days before the specific due date occurs, must describe circumstances causing the delay, and must state when each task of the CP will be completed. If any extension of the implementation schedule is granted, the Regional Water Board staff shall provide the Discharger with a new implementation schedule in writing, which shall include the date the CP will be completed [Revised CP Completion Date].

19. **Completion of the CP to the Regional Water Board Staff's Satisfaction:** Upon the Discharger's satisfaction of its CP obligations under this Stipulation and completion of the CP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the CP. Receipt of this letter shall terminate any further CP obligations of the Discharger and result in the dismissal of the Suspended Liability.

20. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with the terms of this Order 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 administrative civil liability.

21. **Party Contacts for Communications related to Stipulation/Order:**

For the Regional Water Board:	**For the Discharger:**
Nancy Robinson Sanitary Engineering Associate North Coast Regional Water Quality Control Board 5550 Skylane Boulevard, Suite A Santa Rosa, CA 95403 Nancy.Robinson@waterboards.ca.gov (707) 576-2657	Kyle Knopp City Manager City of Rio Dell 675 Wildwood Ave. Rio Dell, CA 95562 ~~cm@riodellcity.com~~ (707) 764-3532 KnoppK@CityofRioDell.ca.gov

22. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

23. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulation, this Stipulation represents a final and binding resolution and settlement of the violations alleged in the Complaint ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Paragraph 10 and the Discharger's full satisfaction of the CP obligations described herein.

24. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public comment period prior to consideration by the Regional Water Board. If the Regional Water Board Assistant Executive Officer or other Prosecution Staff receives significant new information that reasonably affects the propriety of presenting the Order to the Regional Water Board for adoption, the Regional Water Board Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present the Order to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order, except as otherwise set forth herein.

25. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation and related Order by the public will be adequate. In the event substantive objections are raised during the public comment period, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the proposed Order. In that event, or in the event that procedural objections are raised prior to the 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.

26. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

27. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its Executive Officer.

28. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. 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 the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

    a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

    b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

29. **Waiver of Hearing:** The Discharger has been informed of the rights provided by CWC section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.

30. **Waiver of Right to Petition:** Except in the instance where the Stipulated Order are not adopted by the Regional Water Board, the Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

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

32. **Covenant Not to Sue:** Upon the effective date of the Stipulated Order, the Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of this action.

33. **Necessity for Written Approvals:** All approvals and decisions of the Regional 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 Regional 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.

34. **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 Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.

35. **Counterpart Signatures:** This Stipulated 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.

36. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board, which incorporates the terms of this Stipulation.

IT IS SO STIPULATED.

California Regional Water Quality Control Board,
North Coast Region Prosecution Team

Digitally signed by Joshua Curtis
Date: 2018.01.11 15:36:21 -08'00'

By: Water Boards
~~**Shin-Roei Lee, P.E.,**~~ **Joshua R. Curtis**
Assistant Executive Officer

City of Rio Dell

Date: 12/27/2017 By:
Kyle Knopp
City Manager

Order of the Regional Water Board:

IT IS HEREBY ORDERED:

1. The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, the Discharger hereby agrees to comply with the terms and conditions of this Order.

2. The Regional Water Board finds that the Recitals set forth herein in Section II of the Stipulation are true.

3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional 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.

4. The Executive Officer of the Regional 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 the Order.

5. Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulated Order in accordance with the terms of the 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, North Coast Region.

Matthias St. John
Executive Officer

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Enclosures: Attachment A – Compliance Project Proposal
Attachment B – Small Community with a Financial Hardship Memo
Attachment C – Revised Schedule

Attachment A

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

June 30, 2017

Nancy Robinson
North Coast Regional Water Quality Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403

Re: Administrative Civil Liability Complaint No. R1-2016-0050 for the City of Rio Dell Wastewater Treatment Facility (WWTF), Humboldt County, WDID No. 1B831340HUM – Settlement Proposal

Dear Nancy,

The City of Rio Dell is proposing a compliance project (CP) to be used in the place of offsetting the fines for the violations detailed in Administrative Civil Liability Complaint No. R1-2016-0050. The project that the City would like to present would be to upgrade the wastewater plant's computer, installation of 4 new Dissolved Oxygen (DO) probes, and installation of 4 air sensors with actuating valves to better control the air flowing to each aeration tank. Aeromod has implemented the changes described above in all of their new facilities after the completion of the Rio Dell Treatment Plant back in 2013. This a proven standard in the design of their newer facilities.

Purpose of the Project: The Wastewater Treatment Plant will greatly benefit from enhanced aeration processes for each aeration basin allowing the treatment plant to benefit from more precise control on the nitrification/denitrification process. The City believes that this project will lower the potential for future violations within the nitrification/denitrification process of the Rio Dell Wastewater Treatment Facility.

Project Description: The project consists of replacing the 2 original DO probes at the first stage of aeration process. Then installing new mounting hardware and wiring followed by the addition of 2 more DO probes on the second stage of the aeration basins. In addition, fabrication of the current air supply lines to house the new air sensors and electronic controlled air positioning valves. Once all the parts have been installed, a technician will be sent out from Manhattan, Kansas to install the new software on the plant's computer. The technician will also be adjusting the parameters of the newly installed parts to make sure they are operating properly and calibrated. From this point, the project should be done and operational.

Estimate of Cost: Please see the attached Quote, dated January 16, 2017 and sent on January 17, 2017 and March 15, 2017. We have contacted Aeromod during the week of June 26, 2017 to identify if the quote would need to be adjusted and we were informed that the quote remains valid. This quote is for $47,075. Total staff time for the process is minimal, with an estimated cost of $2,543. Together the total estimated cost of this project is $49,618. This amount exceeds the $27,000 ACLC.

Task	Description	Deadlines	Estimate of Costs
1	Present compliance project to council and move forward with the project once it is approved by council.	October, 2017	$664 (staff)
2	Order the equipment from Aeromod. (Roughly 30 days to receive equipment.)	October, 2017	$332 (staff)
3	Install equipment from Aeromod.	January, 2017	$39,307 (Aeromod) $883 (staff)
4	Coordinate with Aeromod to have their technician come out to Rio Dell from Kansas to reprogram, update, and calibrate the Treatment Plant's computer to except the new installed equipment.	April, 2018	$7,768 (Aeromod)
5	Turn in documents to the SWRCB to show the project is completed and operational.	June, 2018	$664 (staff)
Total	The total is broken down into costs for materials and services from Aeromod and estimated costs for staff time.		$47,075 (Aeromod) $2,543 (staff)

Thank you,

Kyle Knopp
City Manager
City of Rio Dell

AEROMOD
Wastewater Process Solutions

January 16, 2017

To: Cameron Yaple

From: John McNellis

Re: Upgrade to Digester & 2nd Stage Aeration System

Cameron:

Attached are preliminary drawings for the valve and piping changes proposed for the 2nd Stage Aeration Basins and the Digesters. The upgrade would include a factory fabricated piping arrangement with new electric positioning valves to control the amount of air being sent to the 2nd Stage Aeration Basins and the Digesters along with the flow conditioner and air flow sensor.

Proposed Scope of Services

Two (2) Digester Pipe Assemblies - Each including:

- RCEL Electric Positioning Actuator with new 4" butterfly valve
- 4" Vortab Air Flow Conditioner
- 4" Air Flow Sensor – FCI
- 4" Sch. 10 SS piping
- Two (2) 6" to 4" SS reducers
- 6" SS Flanges on each end

Two (2) 2nd Stage Aeration Basin Pipe Assemblies – Each including:

- RCEL Electric Positioning Actuator with new 6" butterfly valve
- 6" Vortab Air Flow Conditioner
- 6" Air Flow Sensor – FCI
- 6" Sch. 10 SS piping
- Two (2) 8" to 6" SS reducers
- 8" SS Flanges on each end

These assemblies will be factory welded together ready for installation. The existing air piping will need to be cut and a flange added to bolt this assembly in place. The drawing shows an expansion joint to allow for some forgiveness in the vertical distance,

Aero-Mod, Inc.
7927 U.S. Highway 24, Manhattan, KS 66502 • Phone (785) 537-4995 • Fax (785) 537-0813
www.aeromod.com • aeromod@aeromod.com

but that is a field/contractor decision. The existing pneumatic valves will be used and be bolted in place as per the proposed layout.

In addition, the following items are proposed:

(4) DO Probes by Insite

(1) MPA-48 DO Analyzer by Insite

The Insite DO Analyzer will be able to add another two (2) DO probes if the existing Hach DO probes are replaced with new DO probes by Insite.

The existing control panel would need to be modified and have the following installed in the field:

(1) Input I/O module

(1) Output I/O module

(1) Prosoft switch for Modbus communication

Aero-Mod would provide a Field Technician to install the modules/switches required in the existing control panel. The owner is to have all wiring brought to the existing panel ready for the Aero-Mod technician to land them inside the panel. During the site visit the technician will establish communication with the new modules and the existing PLC, down load updated programing to the PLC, and update/program the touchscreen to reflect the latest upgrade.

<u>Contractor Equipment/Piping Requirements:</u>

1. Remove existing pneumatic valve on each Digester and 2nd Stage Aeration Basin pipe.
2. Cut out piping and weld in new flange for installation of new pipe assemblies.
3. Install power and communication wiring in conduit as per Aero-Mod schematic – this schematic will be provided at a later date in order to assist owner in getting contractor pricing.

<u>Contractor Wiring Requirements (Power) provided by contractor:</u>

1. RCEL Actuator – 115 V Power –
2. FCI Air Flow Sensors – 24V DC – this is twisted shield 18 AWG min and is routed from the sensor to the Aero-Mod panel in the blower building.

<u>Contractor Communication Wire Requirements:</u>

1. Air Flow Sensors - Twisted Shield Communication Wire (Total of 1 pair per

Sensor)

2. RCEL Actuator – Twisted Shield Communication Wire (Total of 2 pair per Valve)
3. Twisted Shield wiring from new MPA-48 Analyzer to the existing plant control panel.

Price:

Aero-Mod will supply the equipment and field trip services for **$47,075**. Terms are payment due within 30 days of receipt of the invoice.

If you have any questions, please call our office and ask for either Brian Thiemann or myself.

Sincerely,

John McNellis, P.E.
President, Aero-Mod, Inc.

CALIFORNIA
Water Boards

EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIQUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

Attachment B

Interoffice Memorandum

TO: Diana Henrioulle
Senior Water Resource Control Engineer

FROM: Nancy Robinson
Sanitary Engineering Associate

DATE: August 14, 2017

SUBJECT: RIO DELL WASTEWATER TREATMENT FACILITY, DETERMINATION OF ELIGIBILITY FOR COMPLIANCE PROJECT AS A SMALL COMMUNITY WITH A FINANCIAL HARDSHIP

Background and Summary

On October 31, 2016 the North Coast Regional Water Quality Control Board (Regional Water Board) issued Administrative Civil Liability (ACL) Compliant R1-2016-0050 (Complaint) to the City of Rio Dell (Discharger) for discharges from the Rio Dell Wastewater Treatment Facility (WWTF) in violation of provisions of law for which the Regional Water Board is required to impose mandatory minimum penalties (MMPs) pursuant to California Water Code (Water Code) section 13385, subdivisions (h) and (i). The Complaint alleges that the WWTF exceeded effluent limitations set forth in Waste Discharge Requirements (WDRs) Order No. R1-2011-0054 (NPDES No.CA0022748).

The Discharger waived the 90-day hearing requirement in order to engage in settlement discussions with the Regional Water Board Prosecution Team. On June 17, 2017, the Discharger submitted a revised compliance project proposal for the Regional Water Board's approval. *Based on the analysis below, Rio Dell WWTF serves a small community that has a financial hardship and therefore, qualifies for a compliance project.*

Analysis

The City of Rio Dell owns the WWTF, a publicly owned treatment works (POTW), located at 475 Hilltop Drive, Rio Dell, Humboldt County. Water Code section 13385, subdivision (k), provides that the State Water Resources Control Board (State Water Board) or Regional Water Board may, contingent upon certain findings, require a POTW serving a small community to spend an amount of money equivalent to the MMP amount toward the completion of a compliance project proposed by the POTW, in lieu of paying the administrative civil liability amount to the State Water Pollution Cleanup and Abatement Account. Water Code section 13385, subdivision (k)(2), defines a POTW "serving a small community" as:

> "[A] publicly owned treatment works serving a population of 10,000 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."

Determining whether a POTW is "serving a small community" entails two separate determinations, whether: (1) the POTW is either situated within a rural county or has a population of 10,000 or less; and (2) the POTW's service area has a "financial hardship."

1. Rural County/Population Cap

The State Water Board's Water Quality Enforcement Policy[1] (*Enforcement Policy*), defines a "rural county" as "a county classified by the Economic Research Service, United States Department of Agriculture (ERS, USDA) with a rural-urban continuum code of four through nine."

The Rio Dell WWTF is a POTW located in Humboldt County and serves the City of Rio Dell. The population of the City of Rio Dell is 3,408 people (U.S. Census Bureau, American Fact Finder, 2016 Population Estimate (as of July 1, 2016)). According to the 2013 Rural Urban Continuum Codes file updated May 10, 2013,[2] Humboldt County has a rural-urban continuum code of five (Nonmetro – Urban population of 20,000 or more, not adjacent to a metro area) and therefore, falls within the "rural county" classification and meets the population requirement.

2. Financial Hardship

Consistent with Water Code section 13385, subdivision (k)(2), the *Enforcement Policy*, at page 24, defines "financial hardship" in terms of median household income (MHI),

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[1] A copy of the State Water Board's Water Quality Enforcement Policy is available at http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf.

[2] http://www.ers.usda.gov/data-products/rural-urban-continuum-codes.aspx, accessed July 8, 2017.

unemployment rate and poverty level. Specifically, the *Enforcement Policy* defines "financial hardship" as meaning that the community served by the POTW meets one of the following criteria:

- *Median household income[4] for the community is less than 80 percent of the California median household income;*
- *The community has an unemployment rate[5] of 10 percent or greater; o*
- *Twenty percent of the population is below the poverty level.[6]*

"Median household income," "unemployment rate," and "poverty level" of the population served by the POTW are based on the most recent U.S. Census block group[7] data or a local survey approved by the Regional Water Board in consultation with the State Water Board.

[4] ***Median household income***[.] *The median income divides the income distribution into two equal groups, one having incomes above the median and the other having incomes below the median.*

[5] ***Unemployed***[.] *All civilians, 16 years and older, are classified as unemployed if they (1) were neither "at work" nor "with a job but not at work" during the reference week, (2) were actively looking for work during the last 4 weeks, and (3) were available to accept a job. Also included as unemployed are civilians who (1) did not work at all during the reference week, (2) were waiting to be called back to a job from which they had been laid off, and (3) were available for work except for temporary illness.*

[6] ***Poverty***[.] *Following the Office of Management and Budget's Directive 14, the Census Bureau uses a set of income thresholds that vary by family size and composition to detect who is poor. If the total income for a family or unrelated individual falls below the relevant poverty threshold, then the family or unrelated individual is classified as being "below the poverty level."*

[7] ***Block group***[.] *A subdivision of a census tract (or, prior to 2000, a block numbering area). A block group is the smallest geographic unit for which the Census Bureau tabulates sample data. A block group consists of all the blocks within a census tract beginning with the same number. Example: block group 3 consists of all blocks within a 2000 census tract numbering from 3000 to 3999. In 1990, block group 3 consisted of all blocks numbered from 301 to 399Z."*

The most recent available economic data are from the United States Census Bureau's on-going American Community Survey (ACS) 5-Year Estimates. The Regional Water Board is currently relying on this data.

For smaller communities such as Rio Dell, ACS data are only available for 5-year estimates. The most recent available 5-year estimate with block group data is that for the 2015 ACS 5-Year Estimate. Based on the 5-year Appendices files, the following tables were identified as providing the necessary information at the block group level, and their data are summarized as follows:

Table #	Rio Dell Table Description	Tract 111 Block Group 1 2015- year	Tract 111 Block Group 2 2015- year	Tract 111 Block Groups 1-2 2015- year	California 2015- year	Financial Hardship Criterion
B17017	Number Below Poverty Level, Income in the Past 12 Months (2015)	157/480	76/457	233/937 24.8% below poverty level	N/A	20% below poverty level ***Criterion met***
B19013	Median Household Income In The Past 12 Months (In 2015 Inflation-Adjusted Dollars)	-	$47,639	**$47,639**	$61,818	MHI less than 80% of CA MHI 80% CA MHI = $49,454 ***Criterion met***
B23025	Employment Status For The Population 16 Years And Over	370 in labor force. Of those, 333 employed. 10% unemployed	563 in labor force. Of those, 530 employed. 6% unemployed	933 in labor force. Of those, 863 employed. 8% unemployed	N/A	Unemployment rate 10% or greater *Criterion not met*

The Median Household Income for Rio Dell is $47,639 which is less than 80% of the California Median Household Income of $61,818 and more than 20% of the population is below the poverty level. Based on the Enforcement Policy's criteria and the most recent U.S. Census block group data, Rio Dell qualifies as a small community with a financial hardship.

If the Discharger believes that the U.S. Census data used in this determination do not accurately represent the population served by Rio Dell, the *Enforcement Policy* provides for the possibility of a local survey approved by the Regional Water Quality Control Board in consultation with the State Water Board (p. 24) and a procedure by which the Discharger may present an alternative justification to the Regional Board for designation as a "POTW serving a small community (p. 25)." Pursuant to the *Enforcement Policy*, the Regional Water Board must consult with the State Water Board when making such determinations.

cc: Susie Loscutoff, Office of Enforcement, State Water Resources Control Board
Susan.Loscutoff@WaterBoards.ca.gov

Attachment C

From: Kyle Knopp
To: Robinson, Nancy@Waterboards
Cc: Randy Jensen; Ethan Purvis
Subject: Rio Dell ACLC R1-2016-0050 Amended Milestone Schedule
Date: Monday, November 06, 2017 3:13:55 PM

Hi Nancy,

Based on our phone conversations from today, the City of Rio Dell will need additional time for our settlement proposal timeline. This is due to the Water Board's consideration of this item that took longer than originally anticipated. Please see the proposal below. Please let me know if this is workable.

Milestone	Description	Completion Date
1	Present CP to council for approval	March 6, 2018
2	Order equipment from Aeromod	March 7, 2018
3	Submit Progress Report	April 30, 2018
4	Install equipment	March – July 31, 2018
5	Submit Progress Report	August 31, 2018
6	Technician from Aeromod to reprogram, update and calibrate equipment	August-September 30, 2018
7	CP completed	November 30, 2018
8	Submit Final Report/Certification of Completion	December 31, 2018

Thanks,

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