

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION**

In the matter of:

**City of Crescent City,
Wastewater Treatment Facility**

**Attn: Jonathan Olson
Director of Public Works
City of Crescent City
WDID No. 1A84006ODN**



Order R1-2022-0021

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER**

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Regional Water Quality Control Board, North Coast Region, Prosecution Team (Prosecution Team) and The City of Crescent City (Discharger) (collectively, "Parties") and is presented to the Regional Water Quality Control Board, North Coast Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves the violations reported by the Discharger, from September 22, 2015, through April 15, 2022, by the imposition of administrative civil liability against Discharger in the amount of \$48,000.

Section II: Recitals

1. The Discharger owns and operates a Wastewater Treatment Facility (WWTF), a publicly owned treatment works (POTW), located at 210 Battery Street in Crescent City, California. From September 22, 2015, to the effective date of this Stipulated Order, the Discharger is or was subject to the following requirements issued by the Regional Water Board:

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2011-0019	06/30/2011 - 03/31/2017
NPDES Permit	R1-2017-0002	04/01/2017 - Present

2. During the respective effective dates listed above, Waste Discharge Requirements (WDRs) Order Nos. R1-2011-0019 and R1-2017-0002 (National Pollutant Discharge Elimination System (NPDES) Permit No. CA0022756) established, among other things, final effluent limitations for the discharges from Discharger's permitted discharge location, Discharge Point 001.

Order R1-2022-0021
Stipulated Administrative Civil Liability Order
Crescent City WWTF

3. On November 16, 2021, Regional Water Board staff invited Discharger to enter settlement negotiations prior to the Regional Water Board issuing an administrative civil liability complaint (ACLC). The Parties have agreed to resolve 20 violations for exceeding effluent limits for Fecal Coliform, Total Residual Chlorine, Copper, Oil and Grease, and Total Settleable Solids. These violations, which occurred between September 2015 and December 2021, are subject to MMPs pursuant to Water Code section 13385(h) and (i), as identified in Exhibit A to this Stipulated Order, for an administrative civil liability amount of \$48,000.
4. Pursuant to Water Code section 13385(h), the Regional Water Board shall assess a \$3,000 mandatory minimum penalty (MMP) for each serious violation. A “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable WDRs for a Group II pollutant by 20 percent or more or for a Group I pollutant by 40 percent or more.
5. Pursuant to Water Code section 13385(i), the Regional Water Board shall assess a \$3,000 MMP for each violation whenever a discharger does any of the following four or more times in period of six consecutive months, except that the requirement to assess the MMP shall not be applicable to the first three violations:
 - a. Violates a WDRs effluent limitation.
 - b. Fails to file a report pursuant to Water Code section 13260.
 - c. Files an incomplete report pursuant to Water Code section 13260.
 - d. Violates a toxicity effluent limitation contained in the applicable WDRs where the WDRs do not contain pollutant-specific effluent limitations for toxic pollutants.
6. The Discharger’s self-monitoring reports, from September 22, 2015 to April 15, 2022, document 20 violations of effluent limitations set forth in WDRs Order Nos. R1-2011-0019 and R1-2017-0002. Of the 20 effluent limitation violations, 4 violations were exempt based on the exceedance count during the initial 180-day period. 16 (sixteen) violations are subject to MMPs pursuant to Water Code section 13385(h) and (i), as identified in Exhibit A.

Order R1-2022-0021
Stipulated Administrative Civil Liability Order
Crescent City WWTF

7. This Stipulated Order resolves 20 effluent limitation violations subject to MMPs pursuant to Water Code section 13385(h) and (i), as identified in Exhibit A, incorporated herein by reference. The total proposed administrative civil liability amount is **\$48,000** (16 violations x \$3,000 per violation).
8. Pursuant to Water Code section 13385(k)(1), in lieu of assessing all or a portion of MMPs, the Regional Water Board may require a POTW serving a small community to spend an equivalent amount towards completion of a compliance project proposed by the POTW if the Regional Water 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 State Water Resource Control Board's (State Water Board) 2017 Water Quality Enforcement Policy (Enforcement Policy); and
 - c. The POTW has prepared a financing plan to complete the compliance project.
9. For the reasons discussed in Exhibit B, Regional Water Board staff have determined that Discharger meets the requirements under Water Code section 13385(k), and the Enforcement Policy to be recognized as a POTW serving a small community with a financial hardship. This determination makes Discharger eligible for a compliance project (CP).
10. Pursuant to the Enforcement Policy, Discharger must spend an amount of money on an approved CP that is equal to, or more than the total administrative liability amount held in abeyance pending completion of the project. Discharger has proposed a CP with an estimated cost of \$67,000. The balance in excess of the administrative civil liability amount (\$48,000) will be paid for with Discharger's reserve funds.
11. To resolve the alleged violations set forth in Exhibit A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability amount of **\$48,000** against Discharger. Discharger may offset up to \$48,000 of this penalty through costs incurred to implement the CP. Up to \$48,000 shall be permanently suspended upon timely completion of the project required herein.
12. The Parties have agreed to settle the matter without administrative or civil litigation and to present this Stipulated Order to the Regional Water Board, or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60.

13. The Prosecution Team has determined that resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the public's best interest.

Section III: Stipulations

The Parties incorporate the foregoing Recitals and stipulate to the following:

14. **Administrative Civil Liability:** Discharger hereby agrees to pay the administrative civil liability totaling **\$48,000** to resolve the alleged violations. The Parties agree that up to the full \$48,000 of this administrative civil liability shall be permanently suspended pending completion of the compliance project described in Section III, paragraph 17. If the suspended liability amount becomes due and payable pursuant to Section III, paragraphs 23 and 24, the assessed amount shall be submitted by check made payable to the "State Water Pollution Cleanup and Abatement Account," no later than 30 days following notification from the Executive Officer. The check shall reference the Order number on page one of the Stipulated Order, and mailed to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

Discharger shall provide a copy of the check via e-mail to the Regional Water Board (Zane.Stromberg@waterboarda.ca.gov).

15. **Compliance Project Description:** Discharger has proposed a two-part project with the objective of updating Crescent City WWTP's computer system and monitoring devices in order to correct the alleged violations and return to compliance.

The first phase of the project will replace the outdated computer system with modern System Control and Data Acquisition (SCADA) computers, as well as replacing the outdated hardware/software. SCADA computers are used to control, monitor, and analyze industrial wastewater treatment. Many of Discharger's effluent limitation violations were the result of the facility's outdated, manual computer system. The facility experiences frequent power outages, causing the chemical dosing pumps to shut down and require a manual restart. While the facility has a backup generator, even a brief interruption in electricity disrupts the treatment process. Through the installation of new hardware and software, Crescent City will be able to automate the chemical treatment system and reduce circumstantial effluent limitation violations.

Order R1-2022-0021
 Stipulated Administrative Civil Liability Order
 Crescent City WWTF

The second phase of the project aims to replace the Facility's outdated reagent-based chlorine analyzers with modern amperometric monitoring devices. Similar to the current computer system at Crescent City WWTP, the facility's current monitoring devices require daily, manual maintenance. Many of the effluent limit violations that Crescent City WWTP has experienced during the violation review period are the result of power outages that interrupt the chemical dosing pumps and chlorine monitoring devices. The new chlorine analyzers will require minimal maintenance, no reagents, and be less susceptible to failure proceeding a power outage. Crescent City plans to buy three new chlorine analyzers (one for chlorine dose, one for chlorine residual, and one spare in case either of the other two needs replacement).

This Compliance Project will allow Crescent City WWTP to automate their wastewater treatment process, resulting in a reduction of effluent limit violations and a return to compliance.

16. **CP Milestone Requirements:** Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth below. The Discharger acknowledges that credit for completing any Milestone Requirement is dependent on the Regional Water Board's adoption of this Stipulated Order. The implementation schedule for completion of the CP, and current completion status for milestones, is set forth below:

Task	Description	Proposed Completion Date	Status
1	SCADA computers, software, and licensing Purchase and Install	June 30, 2022	Incomplete
2	SCADA computer programming and startup at Crescent City WWTF	July 31, 2022	Incomplete
3	Purchase new Chlorine Analyzers	July 31, 2022	Incomplete
4	First Quarterly Progress Report	September 30, 2022	Incomplete
5	Complete Installation, testing, commissioning of new chlorine analyzers with new SCADA System	December 31, 2022	Incomplete

Task	Description	Proposed Completion Date	Status
6	Second Quarterly Progress Report	December 31, 2022	Incomplete
7	Running new analyzers side by side with existing system to verify correct operation and get Regional Water Board approval to remove old system	December 31, 2022 – May 31, 2023	Incomplete
8	Third Quarterly Progress Report	March 31, 2023	Incomplete
9	Fourth Quarterly Progress Report	June 30, 2023	Incomplete
10	Submit Final Report/ Certification of CP completion within 30 days of CP completion	June 30, 2023	Incomplete

17. Representations and Agreements Regarding the Compliance Project:

- a. As a material condition for the Regional Water Board’s acceptance of this Settlement Agreement, Discharger represents that it will use the suspended liability amount of \$48,000 to implement the CP. The Discharger understands that its promise to implement the CP, in its entirety and in accordance with the schedule for implementation, is a material condition of this Settlement Agreement of between the Parties.
- b. Discharger agrees to: (1) spend the total administrative liability amount as described herein, (2) provide certified, written reports on CP implementation to the Regional Water Board consistent with the terms of this agreement, and (3) within 30 days of the CP Completion Date, provide a certification by a responsible official, signed under penalty of perjury, that Discharger followed all applicable environmental laws and regulations in implementing the CP, including the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and the federal Clean Water Act. Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the CP at Discharger’s cost, and that Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

18. **Publicity Associated with the Compliance Project:** Whenever Discharger or its agents or subcontractors publicize one or more elements of the CP, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against Discharger.
19. **Progress Reports:** Because the CP is expected to be completed within approximately one year, this Order requires submission of quarterly progress reports while the project is underway. The Final Report is due by June 30, 2023, and shall include a description of work completed, authenticated photographs of the project and documentation of monies expended.
20. **Certification of Compliance Project Completion:** No later than June 30, 2023, after the CP Completion Date, a responsible official of Discharger shall submit a final progress report and certified statement, signed under penalty of perjury, which documents Discharger's expenditures during the CP completion period and documents that Discharger completed the CP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the normal, routine work undertaken by Discharger staff. In making such certification, the signatories may rely upon normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of CP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate CP completion and the costs incurred. Discharger shall provide Regional Water Board staff with any additional information reasonably necessary to verify Discharger's CP expenditures and completion.
21. **Time Extension for CP:** The Executive Officer of the Regional Water Board may extend the deadlines contained in this Stipulated Order if Discharger demonstrates delays from unforeseeable contingencies, provided that Discharger continues to undertake all appropriate measures to meet its deadlines. Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline if practicable.

Under no circumstances may the completion of the CP extend past five (5) years from the effective date of this Stipulated Order. Any approval of extension by the Executive Officer must be in writing.

22. **Regional Water Board Acceptance of Completed CP:** Upon Discharger's satisfaction of its obligations under this Stipulated Order, completion of the CP, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of Discharger under this Stipulated Order and permanently suspend the remaining penalty amount.

23. **Failure to Expend All Suspended Funds on the Approved CP:** If Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire civil administrative liability amount was spent on the completed CP, Discharger shall pay the difference between the civil administrative liability amount and the amount Discharger can demonstrate was actually spent on the CP (the Difference). If the Parties do not agree on the amount of suspended liability owed it shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. Unless the Regional Water Board or its delegate determines otherwise, Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the CP prior to the Notice of Violation's issuance date. If there is a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Violation" that will inform Discharger to pay the Difference (*supra*) to the State Water Pollution Cleanup and Abatement Account. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for Discharger to pay, Discharger shall submit payment consistent with the payment method described in Section III, paragraph 15. Discharger shall submit payment consistent with the payment method described in Section III, paragraph 15. Timely payment of the Difference shall satisfy Discharger's obligations to implement the CP.
24. **Regional Water Board is not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by 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 Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.
25. **Party Contacts for Communications related to Stipulation/Order:**

For the Regional Water Board:

Zane Stromberg
Environmental Scientist
North Coast Regional Water Quality
Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Zane.Stromberg@waterboards.ca.gov
(707) 576-2674

For the Discharger:

Jonathan Olson
Director of Public Works
City of Crescent City,
Wastewater Treatment Facility
377 J Street
Crescent City, CA 95531
Jolson@crescentcity.org
(707) 951-3275

26. **Compliance with Applicable Laws:** Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order 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.
27. **Matters Addressed by Stipulation:** This Stipulated Order represents a final and binding resolution and settlement of the alleged violations as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the completion of the Compliance Project as specified herein.
28. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional 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 Regional 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 Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Stipulated Order.

29. **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.
30. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegate, for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order.
31. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Regional Water Board's or its delegate's adoption of the Order, and public review of this Stipulated Order is

lawful and adequate. The Parties understand that the Regional Water Board, or its delegate, have the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or the Regional Water Board requires a public hearing 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 and/or this Stipulated Order as necessary or advisable under the circumstances.

32. **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. The Parties are represented by counsel in this matter.
33. **If Order Does Not Take Effect:** In the event that the Order does not take effect because the Regional Water Board or its delegate does not approve it, or the State Water Board or a court vacates it in whole or in part, 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 violation(s), unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made 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 the following:
 - 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 violations alleged 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.
34. **Waiver of Hearing:** Discharger has been informed of the rights Water Code section 13323(b) provides, and hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption.
35. **Waiver of Right to Petition or Appeal:** 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. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate directly related to this Stipulated Order, including, but not limited to

time extensions, Compliance Project completion, and other terms contained in this Stipulated Order.

36. **Covenant Not to Sue:** Discharger covenants not to sue or pursue any administrative or civil claim(s) against any state agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the Complaint, this Stipulated Order or the Compliance Project.
37. **Necessity for Written Modifications and Approvals:** All modifications to this Stipulated Order and 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 from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
38. **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.
39. **Severability:** This Stipulated Order is severable; should any provision be found invalid; the remainder shall remain in full force and effect.
40. **Counterpart Signatures; Facsimile and Electronic Signature:** 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.
41. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegate, enters the Order incorporating the terms of this Stipulated Order.

(Continued on next page)

Order R1-2022-0021
Stipulated Administrative Civil Liability Order
Crescent City WWTF

IT IS SO STIPULATED.

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



Signature of Claudia Villacorta
Date: 2022.06.02
12:40:57 -07'00'

Date: _____ **By:** _____
Claudia Villacorta, P.E.
Assistant Executive Officer

Order R1-2022-0021
Stipulated Administrative Civil Liability Order
Crescent City WWTF

City of Crescent City,

Date:

By:

Jon Olson

Digitally signed by Jon Olson
DN: C=US,
E=jolson@crescentcity.org,
O=City of Crescent City,
OU=Public Works, CN=Jon
Olson
Date: 2022.06.29
11:48:03.07'00'

Jonathan Olson, Director of Public Works



ORDER OF THE REGIONAL WATER BOARD

42. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
43. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Regional Water Board and is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321(a)(2). This Order includes a Compliance Project in the North Coast Region. This Order generally accepts the plans proposed for the compliance project prior to implementation. Mere submittal of plans is exempt from CEQA as submittal will not cause a direct or indirect physical change in the environment.
44. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if Discharger fails to perform any of its obligations under the Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, North Coast Region.

Date:

By:



Digitally signed by Matthias
St John
Date: 2022.08.08 21:02:50
-07'00'

Matthias St. John
Executive Officer

Exhibits:

- A. List of Violations Subject to Mandatory Minimum Penalty (MMP)
- B. Compliance Project Eligibility Memorandum
- C. Compliance Project Description

Mandatory Penalty Administrative Civil Liability

Crescent City

Crescent City WWTP

WDID No. 1A84006ODN

NPDES No. CA0022756

EXHIBIT "A"

Effluent Limitations Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious, Chronic, or Exempt Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1037710	11/15/2017	Fecal Coliform	Other	Daily Maximum	400	920	MPN/100	Y	a	130%	5/19/2017	E	Ct. 1			\$ 0
2	1057798	01/03/2019	Chlorine, Total Residual	Group 2	Instantaneous	1800	3450	ug/L	N		92%	7/7/2018	S	Ct. 1	Y	13385(h)	\$ 3,000
3	1066730	07/08/2019	Fecal Coliform	Other	Single Sample	400	1600	MPN/100	Y	a	300%	1/9/2019	E	Ct. 1	N		\$ 0
4	1066731	09/05/2019	Oil and Grease	Group 1	Instantaneous	75	93.5	mg/L	N	a	25%	03/09/2019	E	Ct. 2	N		\$ 0
5	1066729	09/06/2019	Copper, Total	Group 2	Instantaneous	840	1080	ug/L	N		29%	03/10/2019	S	Ct. 3	N	13385(h)	\$ 3,000
6	1073453	01/16/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3550	ug/L	N		97%	07/20/2019	S	> Ct. 3	N	13385(h)	\$ 3,000
7	1073455	01/16/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3250	ug/L	N		81%	07/20/2019	S	> Ct. 3	Y	13385(h)	\$ 3,000
8	1073454	02/03/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3170	ug/L	N		76%	08/07/2019	S	> Ct. 3	Y	13385(h)	\$ 3,000
9	1077666	04/04/2020	Settleable Solids	Group 1	Instantaneous	3	7	ml/L	N		133%	10/07/2019	S	> Ct. 3	Y	13385(h)	\$ 3,000
10	1077667	05/15/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3410	ug/L	N		89%	11/17/2019	S	> Ct. 3	Y	13385(h)	\$ 3,000
11	1077664	05/31/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3705	ug/L	N		106%	12/03/2019	S	> Ct. 3	Y	13385(h)	\$ 3,000
12	1080729	07/26/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3000	ug/L	N		67%	01/28/2020	S	> Ct. 3	Y	13385(h)	\$ 3,000
13	1080728	08/06/2020	Fecal Coliform	Other	10% for 30 days	10	15	%	N		50%	02/08/2020	C	> Ct. 3	Y	13385(i)	\$ 3,000
14	1084835	10/04/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3600	ug/L	N		100%	04/07/2020	S	> Ct. 3	Y	13385(h)	\$ 3,000
15	1084829	10/31/2020	Fecal Coliform	Other	30-Day Median	14	17	MPN/100	N		21%	05/04/2020	C	> Ct. 3	Y	13385(i)	\$ 3,000
16	1084833	10/31/2020	Fecal Coliform	Other	10% for 30 days	10	15	%	N		50%	05/04/2020	C	> Ct. 3	Y	13385(i)	\$ 3,000
17	1084832	12/14/2020	Chlorine, Total Residual	Group 2	Instantaneous	1800	3716	ug/L	N		106%	06/17/2020	S	> Ct. 3	Y	13385(h)	\$ 3,000
18	1092649	06/13/2021	Chlorine, Total Residual	Group 2	Instantaneous	1800	4266	ug/L	N		137%	12/15/2021	S	Ct. 1	Y	13385 (h)	\$ 3,000
19	1095934	07/24/2021	Settleable Solids	Group 1	Instantaneous	3	4	ml/L	Y	a	33%	07/01/2020	E	Ct. 2	N		\$ 0
20	1100526	11/04/2021	Chlorine, Total Residual	Group 2	Instantaneous	1800	3510	ug/L	N		95%	05/08/2021	S	Ct. 3	Y	13385(h)	\$ 3,000

Total Penalty: \$ 48,000

Legend of Table

- a. The first three violations in a 180-day period shall not receive MMP assessment unless serious.
- b. Ct. Count – The number that follows represents the number of exceedances in the past 180 days. A count > than Ct. 3 means that a penalty under Water Code Section 13385 (i) applies.

1 - Violation occurs on sample date or last date of averaging period.

2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more

- For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more

3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty.

Violation Period Between September 22, 2015 and April 15, 2022

Group I Violations Assessed MMP:	1
Group II Violations Assessed MMP:	12
Other Effluent Violations Assessed MMP:	3
Violations Exempt from MMP:	4
Total Violations Assessed MMP:	16

Mandatory Minimum Penalty = (13 Serious Violations + 3 Non-Serious Violations) x \$3,000 = \$48,000

Compliance project Description for Crescent City – ACL Order No. R1-2022-0021

Between 15 November 2017 and 31 December 2021, the City of Crescent City's WWTP had 20 violations of Effluent Limitations from the NPDES No. CA0022756. Four of these violations were found to be exempt. The remaining 16 were for chlorine residual; failure of the facility to fully dechlorinate otherwise permitted effluent.

The City is proposing a compliance project that would help reduce future chlorine residual violations. Crescent City is proposing a two-phase project. Phase one has been well-researched and includes the SCADA computers, Consultant configuration of those computers, and programming changes. Phase two includes the replacement Facility's outdated reagent-based chlorine analyzers with modern amperometric monitoring devices.

The City plans to move forward immediately with Phase I of the project. Short and longer-term power outages from the electrical utility are the primary cause of failures to fully dechlorinate the effluent. When the plant experiences a power outage, even a brief power failure, chemical dosing pumps shut down and must be manually reset even once the power has been restored. While the facility does have a backup power generator with an automatic transfer switch, the power will still be interrupted for a few brief seconds causing pumps to go offline.

The City proposes to make the following changes to the WWTP's System Control and Data Acquisition (SCADA) program which will allow the critical chemical dosing pumps to restart automatically in the event of a power failure without the need of operator intervention. To achieve this end the following work must take place:

New SCADA computers are needed since current software and hardware is outdated, difficult to maintain, and essentially impossible to program to new automation standards. New equipment would allow for new programming to be installed on the portions of the SCADA system that would allow for automatic resetting of the critical assets. With new hardware and software, it also would be possible to keep it up to date, maintained and allow for parallel/redundant SCADA systems to better ensure reliability and ongoing compliance.

The second phase of the project aims to replace the Facility's outdated reagent-based chlorine analyzers with modern amperometric monitoring devices. Similar to the current computer system at Crescent City WWTP, the facility's current monitoring devices require daily, manual maintenance. Many of the effluent limit violations that Crescent City WWTP has experienced during the violation review period are the result of power outages that interrupt the chemical dosing pumps and chlorine monitoring devices. The new chlorine analyzers will require little to no maintenance, no reagents, and be less susceptible to failure proceeding a power outage. Crescent City plans to buy three new chlorine analyzers (one for chlorine dose, one for chlorine residual, and one spare in case either of the other two needs replacement).

See Table below showing estimated cost for the proposed project.

Schedule:

City anticipates that Phase 1 will take approximately 4 months to complete from authorization to proceed.

City anticipates that Phase 2 will take 12 to 18 months to complete from authorization to proceed.

Table 1: Budget for Proposed Compliance Project

City of Crescent City WWTP – Proposed Compliance Project	
PHASE I	
Purchase of new SCADA computers-	\$ 10,000
Purchase of Software and licenses	\$ 10,000
Consultant SCADA set up	\$ 12,000
Consultant programing changes	\$ 10,000
PHASE II	
More robust Chemical monitoring equipment	\$ 25,000
TOTAL ESTIMATED COST	\$ 67,000