CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION

In the matter of:	)	Order R1-2026-0051
	)	
Fort Bragg Municipal Improvement District No. 1 WDID No. 1B840830MEN	)	**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 presented to the Regional Water Quality Control Board, North Coast Region (North Coast Water Board), or its delegate, and is entered into by and between the North Coast Water Board's Prosecution Team (Prosecution Team) and the Fort Bragg Municipal Improvement District No. 1 (Discharger) (collectively, Parties) for adoption as an order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein through the imposition of administrative civil liability against the Discharger in the amount of **$51,000**.

Section II: Recitals

1. The Discharger owns and operates a Wastewater Treatment Facility (WWTF), which is a publicly owned treatment works (POTW) located at 281 Jere Melo Street, Fort Bragg, California, in Mendocino County. Discharges from the WWTF are regulated under National Pollutant Discharge Elimination System Permit CA0023078 (Permit). The North Coast Water Board most recently issued the Permit through Order R1-2019-0020, which became effective on August 1, 2019. The Permit expired on July 31, 2024; however, pursuant to California Code of Regulations (CCR), title 23, section 2235.4, the terms and conditions of an expired permit are automatically continued pending issuance of a new permit if all requirements of the federal NPDES regulations on continuation of expired permits are complied with.

2. The WWTF consists of a Parshall flume for influent flow monitoring prior to the headworks, grit removal, equalized influent flow monitoring following the Influent Pump Station, Aero-Mod system, chlorine disinfection using sodium hypochlorite, and sodium bisulfite dechlorination. The Aero-Mod system is an extended aeration, activated sludge treatment system that includes a selector tank, two first-stage aeration (nitrification) tanks, two second-stage aeration (denitrification) tanks, and two clarification tanks. Sludge generated from the Aero-Mod system is treated in aerobic digestion tanks, dewatered through a belt filter press and placed in sludge drying beds prior to landfill disposal or land application. The system is designed with an average dry weather treatment capacity of 0.8 million gallons per day (mgd) and average daily wet weather treatment capacity of 4.9

mgd. Monitoring data collected by the Discharger shows an average influent flow of 1.80 mgd. Treated wastewater is discharged to the Pacific Ocean west of the WWTF at Discharge Point 001.

3. The Permit establishes waste discharge requirements, including effluent limitations. Permit section IV contains, in part, the following final effluent limitations for Total Residual Chlorine, Settleable Solids, Total Coliform, and Enterococci with which the Discharger is required to maintain compliance at Discharge Points 001:

Table 1: Final Effluent Limitations for Discharge Points 001

Parameter	Unit	Effluent Limitations			
		Average Weekly	Maximum Daily	Monthly Median	Instantaneous Maximum
Chlorine, Total Residual	µg/L	--	408	--	3,060
Settleable Solids	ml/L	1.5	--	--	3
Total Coliform	MPN/100 mL	--	--	70	230
Enterococci	CFU/100	--	--	--	110

4. Pursuant to Water Code section 13385, subdivision (h), the North Coast Water Board must 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 waste discharge requirements 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, subdivision (i), the North Coast Water Board must assess a $3,000 MMP for each violation whenever a discharger does any of the following four or more times in a 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 waste discharge requirement 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 waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

6. On June 18, 2025, the Assistant Executive Officer of the North Coast Water Board issued Administrative Civil Liability Complaint No. R1-2025-0023 to the Discharger, seeking to impose $48,000 in MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), for sixteen (16) effluent limitation violations from March 15, 2023, to May 1, 2025. Those sixteen (16) effluent limitation violations alleged in the Complaint are alleged herein and identified in the attached Exhibit A, which is incorporated herein by reference.

7. From May 2, 2025, through June 13, 2025, the Discharger violated 1 additional effluent limitation as set forth in Exhibit A, subject to MMPs pursuant to Water Code section 13385, subdivision (i).

8. This Stipulated Order seeks to impose $51,000 in MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), to resolve seventeen (17) effluent limitation violations that are specifically identified in Exhibit A. The total proposed administrative civil liability amount is **$51,000** (17 violations x $3,000 per violation).

9. A Compliance Project (CP) is "a project designed to address the problems related to the violation and bring the discharger back into compliance in a timely manner." (Enforcement Policy, page 38.)

10. Pursuant to Water Code section 13385, subdivision (k)(1), in lieu of assessing all or a portion of MMPs, the North Coast Water Board may require a POTW serving a small community to spend an equivalent amount on completion of a CP proposed by the POTW if the North Coast Water Board finds each of the following:

    a. The CP is designed to correct the violations within five years;

    b. The CP is in accordance with the State Water Resource Control Board's (State Water Board) 2024 Water Quality Enforcement Policy (Enforcement Policy); and
    c. The POTW has prepared a financing plan to complete the compliance project.

11. Water Code section 13385, subdivision (k)(2), defines a "publicly owned treatment works serving a small community" for the purposes of administrative civil liability imposed for MMPs, as a POTW "serving a population of 20,000 persons or fewer, or a rural county, with a financial hardship..."

12. As described in the Enforcement Policy, "rural county" means a county classified by the Economic Research Service (ERS), United States Department of Agriculture (USDA), with a rural-urban continuum code of four through nine. (Enforcement Policy, page 33.)

13. The Enforcement Policy further describes "community with a financial hardship" as a community served by the POTW that satisfies one of the following conditions: (1) the median household income (MHI) for the community is less than 80 percent of the California MHI; (2) the community has an unemployment rate of 10 percent or greater; or (3) twenty percent of the population is below the poverty level. (Enforcement Policy, page

33.)

14. The Discharger is a POTW serving a small community because the Discharger's WWTF in Fort Bragg serves a population that lies completely within Mendocino County; a rural county with a rural-urban continuum code of four according to USDA ERS 2023 Rural-Urban Continuum Codes. The Discharger's WWTF also serves a community with a financial hardship because: (1) Fort Bragg's MHI of $56,481 is less than 80 percent of California's MHI ($79,297.60).

15. North Coast Water Board staff has determined that the Discharger meets the requirements set forth in Water Code section 13385, subdivision (k), and the Enforcement Policy to be recognized as a POTW serving a small community with a financial hardship. This determination makes the Discharger eligible to suspend all or a portion of the proposed liability upon completion of a CP.

16. 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 **$51,000** against the Discharger.

17. The Parties have engaged in confidential settlement negotiations and agree to settle the matter by presenting this Stipulated Order to the North Coast Water Board, or its delegate, for adoption as an order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.

18. The Prosecution Team has determined that this 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 interest.

Section III: Stipulations

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

19. **Jurisdiction:** The Parties agree that North Coast Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulated Order.

20. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability amount of **$51,000** to resolve the violations alleged herein as follows:

    a. The Discharger shall submit payment of $130.00 no later than 30 days after the effective date of this Stipulated Order. The check must be made payable to the "State Water Pollution Cleanup and Abatement Account," reference "Order R1-2026-0051," and mailed to:

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

The Discharger shall provide a copy of the check via email to the State Water Board's Office of Enforcement (Perry.Elerts@waterboards.ca.gov) and the North Coast Water Board (Monica.Bueno@waterboards.ca.gov).

b. The Parties agree that up to $50,870 of the liability associated with the violations described above will be suspended pending completion of a CP.

c. The suspended liability amount will become due and payable if the initial monetary assessment described in Section III, paragraph 20.a, is not paid as required.

21. **Compliance Project:** In accordance with the Enforcement Policy and Water Code section 13385, subdivision (k), the Parties agree that up to $50,870 (Suspended Liability) will be suspended pending completion of the CP as detailed below and in the attached CP Proposal (Exhibit B), which is incorporated herein by reference.

a. **CP Description:** The Discharger proposes to fund and install a chlorine analyzer sample pump and a secondary chlorine injection location. Most of the violations at the WWTF are caused by coliform issues related to residual chlorine problems. The challenges for the WWTF have been getting quick, accurate samples to the analyzers, and ensuring the chlorine injection equipment can respond with an accurate setpoint chlorine level. The WWTF has made improvements to the sample line and chlorine injection system, but reliability and accuracy remain a problem. The proposed CP will provide more control and reliability for the system. The current chlorine sampling system uses a pump to deliver its sample to the analyzer through inadequately protected above ground tubing that is vulnerable to crushing and UV related failure. The pump itself is not on a dedicated circuit and therefore vulnerable to failure due to circuit tripping. The portion of the CP related to the chlorine analyzer sample pump would move the tubing underground and provide a dedicated circuit to the sample pump. The secondary chlorine injection location portion of the CP will allow the operators to respond more quickly and accurately to water quality conditions. This pump would provide approximately 60-80% of the target chlorine residual while the currently installed system would be used to fine-tune the remaining 20-40%, creating improved chlorine control overall. The CP will be completed no later than November 1, 2027, at a total estimated cost of $50,870. Detailed information on the CP, the scope of work (CP Phases) and project schedule, and budget are provided in Exhibit B.

b. **CP Milestone Requirements**: The Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth in Table 2 below. The Discharger

agrees that acknowledgement of the completion of any Milestone Requirement is contingent on the North Coast Water Board's or its delegate's adoption of this Stipulated Order. The implementation schedule for completion of the CP and current completion status for milestones are set forth below:

Table 2: CP Milestone Requirements

Task	Description	Proposed Completion Date
1	Complete Project Design	Completed
2	Compile Project Documents and Solicit Bids	Completed
3	Complete Task 1: Chlorine Analyzer Sample Pump	August 31, 2027
4	Complete Task 2: Secondary Chlorine Injection Location	September 30, 2027
5	Submission of Final Report/Certification of Compliance Project Completion	November 1, 2027

c. **Representations and Agreements Regarding the CP:**

i. As a material condition of the North Coast Water Board's acceptance of this Stipulated Order, the Discharger agrees that it will use the Suspended Liability to implement the CP, in its entirety and in accordance with the schedule in Table 2.

ii. The Discharger agrees that the North Coast Water Board has the right to require a third-party audit, at the Discharger's expense, of the funds expended to implement the CP, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

d. **Certification of CP Completion:** The Discharger must submit a written Certification of CP Completion to the designated North Coast Water Board contact identified in Section III, paragraph 15 below, by the due date in Table 2. A responsible official for the Discharger must submit a Certification of CP Completion, signed under penalty of perjury, that includes the following:

i. Certified statement that the Discharger completed the CP in accordance with the terms of this Stipulated Order.

ii. Certification documenting expenditures to implement the CP. Expenditures may include external payments to outside vendors and other costs directly associated with completing the CP, including the work undertaken to complete and submit the Certification of CP Completion. In preparing the certification, the Discharger may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. The Discharger must include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the North Coast Water Board to evaluate CP completion and verify the costs incurred.

iii. Confirmation that the Discharger followed all applicable environmental laws and regulations in implementing the CP, including CEQA, the California Water Code, and the federal Clean Water Act.

The Discharger shall provide North Coast Water Board staff with any additional information reasonably necessary to verify the Discharger's CP expenditures and completion.

22. **Inspection Authority:** The Discharger agrees that North Coast Water Board staff, or its third-party oversight staff, have permission to inspect the CP at any time without advance notice during normal business hours.

23. **No Fiscal Benefit to North Coast Water Board Functions, Members, or Staff:** The CP provides no direct fiscal benefits to the North Coast Water Board's functions, its members, its staff, or any family members of staff.

24. **CP Oversight:** North Coast Water Board staff will oversee implementation of the CP. The Settling Respondent is responsible for any charged costs for such oversight, which are not included in the Suspended Liability.

25. **Third Party Audit:** If the North Coast Water Board obtains information reasonably indicating that the Discharger has not expended money in the amounts claimed, or has not adequately completed any of the work in the CP, the North Coast Water Board may require, and the Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the North Coast Water Board, stating that in its professional opinion, the Discharger has or has not expended money in the amounts claimed. In the event of such an audit, the Discharger agrees that the third-party auditor will be provided access to all documents that the auditor requests. The audit must be provided to the designated North Coast Water Board contact in Section III, paragraph 32, within three months of the date on which the North Coast Water Board requires the audit.

26. **Publicity Associated with the CP**: Whenever the Discharger or its agents or subcontractors publicize one or more elements of the CP, they shall state in a prominent

manner that the CP was undertaken as part of a settlement of a North Coast Water Board enforcement action against the Discharger.

27. **Time Extension for CP:** The Executive Officer of the North Coast Water Board (Executive Officer) may extend the deadlines contained in this Stipulated Order for good cause if the Discharger demonstrates delays from unforeseeable circumstances, provided the Discharger continues to undertake all appropriate measures to meet its deadlines. **The Discharger must make any deadline extension request in writing at least 30 days prior to the applicable deadline**. Under no circumstances may the completion of the CP exceed five (5) years, from the effective date of this Stipulated Order. Any approval of an extension by the Executive Officer must be sent to the Discharger in writing, and such writing will have the effect of revising this Stipulated Order.

28. **North Coast Water Board Acceptance of Completed CP:** Upon the 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 the Discharger under this Stipulated Order and permanently suspend the Suspended Liability.

29. **Failure to Expend All Suspended Funds on the Approved CP:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire Suspended Liability was spent on the completed CP, the Discharger must pay the difference between the Suspended Liability and the amount demonstrated was actually spent on the CP (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 20.a. Timely payment of the Difference shall satisfy the Discharger's obligations to implement the CP.

30. **Failure to Complete the CP:** If the CP is not fully implemented by the completion dates in Tables 2, or if there has been a material failure to satisfy any of the Milestone Requirements, North Coast Water Board staff shall issue a "Notice of Violation" to the Discharger, requiring the Discharger to pay the full Suspended Liability. The amount of suspended liability owed must be determined via a written, stipulated agreement between the Parties, or if the Parties cannot reach an agreement on the amount owned, via a "Motion for Payment of Suspended Liability" before the North Coast Water Board or its delegate. Unless the North Coast Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the North Coast Water Board for expenditures made on the CP prior to the Notice of Violation's issuance date. Within 30 days of the North Coast Water Board's or its delegate's ruling on the Motion for Payment of Suspended Liability, the Discharger shall submit payment pursuant to the ruling and consistent with the payment method described in Section III, paragraph 1.a. Timely payment of the Suspended Liability amount determined by the North Coast Water Board or its delegate, following the Motion for Payment of Suspended Liability, shall satisfy the Discharger's obligation to implement the CP.

31. **North Coast Water Board is not Liable:** Neither North Coast Water Board members nor North Coast 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 of the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the North Coast 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. **Party Contacts for Communications related to Stipulation/Order**

For the North Coast Water Board	**For the Discharger**
Monica Bueno Environmental Scientist North Coast Regional Water Quality Control Board 930 6th Street Eureka, CA 95501 Monica.Bueno@waterboards.ca.gov (707) 576-2223	John Smith Director of Public Works City of Fort Bragg 416 N. Franklin St. Fort Bragg, CA 95437 jsmith@fortbraggca.gov (707) 961-2823 ex. 136

33. **Compliance with Applicable Laws**: The Discharger understands and agrees that complying with the terms of this Stipulated Order, including payment of the administrative civil liability set forth herein, is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject the Discharger to further enforcement, including additional administrative civil liability.

34. **Matters Addressed by Stipulation:** Upon the North Coast Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation(s) as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the completion of the CP in accordance with the terms of this Stipulated Order or payment of any amount of administrative civil liability set forth in a Notice of Violation and/or Motion for Payment of Suspended Liability issued in accordance with Section III, paragraph 29 and 30.

35. **No Waiver of Right to Enforce**: The failure of the Prosecution Team or North Coast 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 North Coast 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 North Coast 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.

36. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs incurred by such Party in connection with the matters set forth herein.

37. **Public Notice:** The Discharger understands and agrees this Stipulated Order must be posted on the North Coast Water Board's website for a 30-day public comment period prior to consideration by the North Coast Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the North Coast 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 North Coast Water Board or its delegate. The Discharger agrees it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order once signed.

38. **Addressing Objections Raised During Public Comment Period:** The Parties agree the procedure contemplated for public review of this Stipulated Order and the North Coast Water Board's, or its delegate's, adoption of this Stipulated Order is lawful and adequate. The Parties understand that the North Coast 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 North Coast Water Board, or its delegate, requires a public hearing before adopting this Stipulated Order, 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.

39. **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 each represented by counsel in this matter.

40. **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.

41. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing expressly referencing this Stipulated Order, signed by all Parties, and approved by the North Coast Water Board or its delegate.

42. **If this Stipulated Order Does Not Take Effect:** In the event this Stipulated Order does not take effect because the North Coast 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 the matter may proceed to a contested evidentiary hearing before the North Coast Water Board to determine whether to assess administrative civil liability for the underlying alleged violation(s), unless the Parties agree otherwise. The Parties agree all oral and written statements and agreements made during settlement discussions will not be

admissible as evidence in any hearing on the alleged violation(s). The Parties agree to waive any and all objections that efforts to settle this matter preclude the North Coast Water Board from proceeding with a contested evidentiary hearing on the matter, including, but not limited to the following:

a. Objections related to prejudice or bias of any North Coast Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the North Coast 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.

43. **Waiver of Hearing:** Discharger has been informed of the rights Water Code section 13323, subdivision (b), provides and hereby waives its right to a hearing before the North Coast Water Board prior to adoption of this Stipulated Order. However, the Discharger may appear at any North Coast Water Board hearing where approval of this settlement is discussed. If the settlement is not adopted and the matter proceeds to the North Coast Water Board or State Water Board for a hearing, the Discharger does not waive its right to an adjudicatory hearing before any order other than this Stipulated Order is imposed.

44. **Waiver of Right to Petition or Appeal:** Discharger hereby waives its right to petition the North Coast Water Board's adoption of this Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to any court, such as any California Superior Court and/or any California appellate-level court. This explicit waiver of rights includes potential future decisions by the North Coast Water Board, or its delegate, directly related to this Stipulated Order, including, but not limited to, time extensions, determination of CP completion, and other terms contained in this Stipulated Order.

45. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the 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, the CP, except that this covenant is not intended to, and does not, limit the Discharger's right to sue over other North Coast Water Board orders or limit the Discharger's rights to defend against any other action taken by the North Coast Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any state agency, or the State of California or its officers, North Coast Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.

46. **Necessity for Written Approvals:** All approvals and decisions of the North Coast 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 North Coast 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.

47. **No Admission of Liability/No Waiver of Defenses**: In settling this matter, the Discharger does not admit to any violations of the Clean Water Act, the Water Code, or any other federal, state or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of a prior history of violation consistent with Water Code sections 13327 and 13385, subdivision (e), and the Enforcement Policy. By entering into this agreement, the Discharger does not waive any defenses or arguments related to any new enforcement action that may be brought by the North Coast Water Board, including any brought under its discretionary enforcement authority reserved herein.

48. **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 this Stipulated Order.

49. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.

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

51. **Tax Reporting:** Discharger acknowledges that, concurrently with providing the Prosecution Team with its signature on this Stipulated Order, it must also submit to the Prosecution Team a complete IRS form W-9 (available at www.irs.gov/pub/irs-pdf/fw9.pdf), including Discharger's Taxpayer Identification Number. The State Water Board will include the information contained therein in its submission to the United States Internal Revenue Service in compliance with 26 USC § 6050X. Additionally, Discharger agrees to include its Taxpayer Identification Number on each check tendered to the State Water Board in satisfaction of Discharger's obligations under this Stipulated Order.

52. **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.

53. **Effective Date**: This Stipulated Order shall be effective and binding on the Parties upon the date the North Coast Water Board, or its delegate, adopts the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

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



Date: _____ By: _____

Water Boards

Claudia E. Villacorta, P.E. Assistant Executive Officer

IT IS SO STIPULATED.

Fort Bragg Municipal Improvement District No. 1

Date: 10/1/2026

By: _____
John Smith
Director of Public Works

ORDER OF THE NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.

2. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the North Coast 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 CP in the North Coast Region. If the North Coast Water Board determines that implementation of any plan required by this Order will have a significant effect on the environment that is not otherwise exempt from CEQA, the Discharger shall conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The Discharger will bear all costs of determining whether implementation of any plan required by this Order will have a significant impact on the environment and, if so, the Discharger shall bear all costs of preparing any documents necessary for environmental review. If necessary, the Discharger and a consultant acceptable to the North Coast Water Board shall enter into a memorandum of understanding (MOU) with the North Coast Water Board regarding such costs prior to undertaking any environmental review.

3. The Executive Officer 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.

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.

Valerie Q Digitally signed by Valerie Quinto
Date: 2026.11.09 10:04:40 -08'00'

Date: 11/9/2026

By: Water Boards

Valerie Quinto
Executive Officer

Exhibits:

A. Exhibit A: List of Violations Requiring Mandatory Minimum Penalties
B. Exhibit B: Compliance Project Proposal

Order R1-2026-0051
Stipulated administrative Civil Liability Order
Fort Bragg Municipal Improvement District No. 1

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Fort Bragg City WWTP

WDID No. 1B84083OMEN NPDES No.CA0023078

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/ Average	Units	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1115975	03/15/2023	Settleable Solids	Group 1	Instantaneous	3	14	ml/L/hr		367%	09/16/2022	S	1	Y	13385(h)	$ 3,000
2	1118805	05/08/2023	Total Coliform	Other	Instantaneous	230	540	MPN/100	a	N/A	11/09/2022	N/A	2	N		$ 0
3	1121438	07/05/2023	Total Coliform	Other	Instantaneous	230	540	MPN/100	a	N/A	01/06/2023	N/A	3	N		$ 0
4	1121436	07/18/2023	Total Coliform	Other	Instantaneous	230	240	MPN/100		N/A	01/19/2023	C	4	Y	13385(i)	$ 3,000
5	1121435	07/31/2023	Total Coliform	Other	Monthly Median	70	109.5	MPN/100		N/A	02/01/2023	C	5	Y	13385(i)	$ 3,000
6	1121437	08/15/2023	Total Coliform	Other	Instantaneous	230	540	MPN/100		N/A	02/16/2023	C	6	Y	13385(i)	$ 3,000
7	1123477	10/11/2023	Total Coliform	Other	Instantaneous	230	350	MPN/100		N/A	04/14/2023	C	6	Y	13385(i)	$ 3,000
8	1123478	11/14/2023	Total Coliform	Other	Instantaneous	230	920	MPN/100		N/A	05/18/2023	C	6	Y	13385(i)	$ 3,000
9	1126582	01/09/2024	Chlorine, Total Residual	Group 2	Maximum Daily	408	1200	ug/L		194%	07/13/2023	S	6	Y	13385(h)	$ 3,000
10	1126584	02/06/2024	Settleable Solids	Group 1	Instantaneous	3	10	ml/L/hr		233%	08/10/2023	S	5	Y	13385(h)	$ 3,000
11	1129290	02/10/2024	Settleable Solids	Group 1	Weekly Average	1.5	1.75	ml/L/hr		17%	08/14/2023	C	6	Y	13385(i)	$ 3,000
12	1126585	03/13/2024	Chlorine, Total Residual	Group 2	Maximum Daily	408	620	ug/L		52%	09/15/2023	S	6	Y	13385(h)	$ 3,000
13	1130202	04/25/2024	Chlorine, Total Residual	Group 2	Daily Maximum	408	490	ug/L		20%	10/28/2023	S	6	Y	13385(h)	$ 3,000
14	1134943	09/03/2024	Total Coliform	Other	Instantaneous	230	1600	MPN/100	a	N/A	03/07/2024	N/A	3	N		$ 0
15	1139355	11/12/2024	Total Coliform	Other	Instantaneous	230	1600	MPN/100	a	N/A	05/16/2024	N/A	2	N		$ 0
16	1142372	01/07/2025	Total Coliform	Other	Instantaneous	230	280	MPN/100	a	N/A	07/11/2024	N/A	3	N		$ 0
17	1142371	01/14/2025	Total Coliform	Other	Instantaneous	230	1600	MPN/100		N/A	07/18/2024	C	4	Y	13385(i)	$ 3,000
18	1142373	01/31/2025	Total Coliform	Other	Monthly Median	70	110	MPN/100		N/A	08/04/2024	C	5	Y	13385(i)	$ 3,000
19	1142375	02/04/2025	Settleable Solids	Group 1	Instantaneous	3	4	ml/L/hr		33%	08/08/2024	C	6	Y	13385(i)	$ 3,000
20	1142374	02/07/2025	Settleable Solids	Group 1	Instantaneous	3	6.5	ml/L/hr		117%	08/11/2024	S	7	Y	13385(h)	$ 3,000
21	1142376	02/08/2025	Settleable Solids	Group 1	Weekly Average	1.5	1.6	ml/L/hr		7%	08/12/2024	C	8	Y	13385(i)	$ 3,000
22	1145321	06/13/2025	Enterococci	Other	Instantaneous	110	200.5	CFU/100		N/A	12/15/2024	C	7	Y	13385(i)	$ 3,000

Total Penalty: $ 51,000

Legend of Table

a. The first three violations in a 180-day period shall not receive MMP assessment unless serious.
Ct. Count – The number that follows represents the number of exceedances in the past 180 days. A count greater 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 ending the last day of June 2025

Group I Violations Assessed MMP: 6
Group II Violations Assessed MMP: 3
Other Effluent Violations Assessed MMP: 8
Violations Exempt from MMP: 0
Total Violations Assessed MMP: 17

Mandatory Minimum Penalty = (6 Serious Violations + 11 Non-Serious Violations) x $3,000 = $51,000

Exhibit B: Compliance Project Proposal

FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
416 N. Franklin Street, Fort Bragg, CA
707-961-2834 / 707-961-2825 FAX 707-961-2802

2026 Compliance Project Proposal
Chlorine Sample line and Secondary Chlorine Injection Point[1]

Fort Bragg Municipal Improvement District No. 1
Wastewater Treatment Facility

Fort Bragg, California

(707) 961-2823 Administration
(707) 961-2834 Lead Operator

[1] Discharger's proposal is adopted as proposed.

General Background

The Fort Bragg Municipal Improvement District No. 1 owns and operates the wastewater collection system, and the wastewater treatment and disposal facilities that serve the City of Fort Bragg and adjacent unincorporated areas. The District boundary is set on the north by MacKerricher State Park at Virgin Creek, on the south by State Highway 20, and on the east by the Sherwood Road/Dennison Lane intersection. The WWTF is located at 281 Jere Melo St. in Fort Bragg, Mendocino County.

The Wastewater treatment plant was originally built in 1971. Upgrades to the plant related to this proposal occurred in 1979 with the Chemical building being significantly expanded. In 2015 the plant switched from gas chlorine and sulfur dioxide to sodium hypochlorite and sodium bisulfite. In April of 2020 the plant's biological process was changed from trickling filters to activated sludge, and in December of 2020 the current PLC system that in part controls the dosing of chemicals was installed.

Violation Background

The aim of these project proposals is to improve both the reliability and functionality of the chlorine injection system and chlorine sampling system at the wastewater treatment plant. Currently, most violations at the plant are caused by coliform issues, and these are largely linked to chlorine residual problems. The main challenges involve getting quick, accurate samples to the analyzers, ensuring the equipment can respond promptly without overshooting or undershooting the setpoint chlorine level, and maintaining the dependability of the entire injection and sampling systems with the least amount of down time. While most of these violations stem from equipment/infrastructure issues, a small portion are due to laboratory errors or communication, and an even smaller portion are related to seasonal bulking or hydraulic overloading.

Improvements previously made:

Contracted Laboratory: The District's on-site laboratory has been periodically reminding the contracted laboratory of the need for prompt notification of high coliform results, but timely communication on these results has continued to be inconsistent.

Chlorine injection: Since the installation of the chemical control PLC, we have transitioned from large pipes that relied on carrier water to move chemicals, to using smaller-diameter tubing without any carrier water, pulled through the existing piping. This change removes potential failure points in both the utility and city water supplies. It also prevents issues with underground pipe failures, which are often difficult and time-consuming to repair.

Sample Line: We also updated our sample collection method to improve both speed and reliability. Previously, samples were delivered to the analyzers through the utility water pumps located just upstream of the effluent flow meter weir. As a result, we had to depend on the proper operation of the utility water pumping system to ensure samples reached the analyzers.

After the plant upgrade in 2020, the 2-1/2” utility water line was no longer used consistently for any other purpose, so we had to bypass the flow to the drain to maintain a fresh sample. Because this system is located just upstream of the effluent flow meter weir, it caused unreasonably slow chemical response times during minimum flow conditions due to the extended contact time created by the two-segment vault.

Our partial solution was to install a dedicated sample pump just upstream of this vault. The pump is mounted to a frame that can be quickly removed from service in the event of a pump failure. It delivers its sample to the analyzers through above-ground tubing that crosses a road. Although the tube is protected by a speedbump designed to protect temporary electrical cables, it still gets crushed occasionally by onsite traffic. Being exposed above ground also makes it vulnerable to UV related failure. Additionally, the pump does not have its own dedicated electrical circuit, which makes it susceptible to tripping during bad weather or when other equipment on the shared circuit faults.

Project Explanation:

Secondary Chlorine Injection Location

Residual-only control reacts too slowly to changes in flow, causing delayed adjustments. Flow-only control responds quickly and keeps residuals consistent, but it cannot account for demand changes. This leads to cyclical over or under dosing. Our combined control method takes advantages from both approaches and helps with fine tuning, but it still ends up reacting either too quickly or too slowly. As a result, maintaining a consistently stable residual remains challenging.

If we installed a separate, second chlorine injection point, we could assign a dedicated pump to each injection point. One pump would continue operating the way it does now, controlled by both flow and residual inputs. The second pump would either run at a fixed low RPM or operate on flow control only, using a low auto-pace factor.

In this setup, the second flow-only or manually controlled pump would provide roughly 60–80% of the target chlorine residual, while the flow-and-residual-controlled pump would finetune the remaining 20–40%.

To complete this work, we would trench from the north side of the chemical building to the south side of the aeromod basins, likely installing a pull box at that location. From there, the trench would continue west toward the manhole located just downstream of the existing effluent chlorine injection point. At the manhole, we would bore into the structure approximately 6 to 12 inches below the lid. Installing an additional pull box just before this bore may also be beneficial.

The conduit should ideally be 1-1/2 to 2 inches in diameter with large-radius sweeps to allow for easy pulling. Chlorine injection tubing would be routed through this conduit. To support future needs, installing two of the larger conduits for redundancy and one smaller conduit (3/4 to 1 inch) for potential power or control lines. Adding these extra conduits at this point is inexpensive and provides flexibility for future expansion.

At the manhole, the conduit would allow the injection tubing to connect to the piping that leads down to the low-water level. On the chemical building's north side, the conduits would be bored directly through the walls into the chlorine pump room, providing a direct connection to the pump. Installing these conduits would also make our current system more reliable, since leaks could be repaired while still pumping to the other injection location.

The conduits could also be extended east in the future to support the on-site chlorine generator. This would give us flexibility to keep the high-strength and low-strength chlorine systems separated during dry-weather and wet-weather flows, or to tie the low-strength system into the high-strength system more easily if needed.

The chlorine generator produces 0.8% solution, which requires roughly 14 times the volume to achieve the same dose as the bulk delivered 12.5% sodium hypochlorite. With the additional conduits in place, the generator could pump to both injection locations during dry weather and then be switched to the flow-only injection point during wet-weather conditions. There is already conduit from the future chlorine generator location to the control room PLC, so the same dosing controls currently being used can easily be extended to the chlorine generator injection system.

Chlorine Sample Location

The first task is to trench from the chlorine sample pit to the chemical analyzer room and installing larger conduits underground. Using the same idea as the chemical injection system, the conduits need to be 1-1/2 to 2 inch diameter to allow for pulling tubing through it. This will protect the tubing, make replacement of the tubing very quick and increase the velocity of the sample to decrease sample reading lag.

This trench goes through an asphalt road and a concrete walkway, then bored through blocking to get into the analyzer room. It is a relatively short conduit run, but crosses a densely packed area full of electrical lines and pipes, so it will need to be under 2 feet deep. Luckly most of the conduits in the area have slurry protecting them so the likelihood of hitting them is low.

A short trench will also be needed from the utility water pump shelter to the chlorine sample location to supply power to the sample pump. This run is only about five feet through asphalt. The electrical conduit will terminate at a weather proof GFCI outlet to power the sample pump with minimal exposed electrical cord. From the utility water pump shelter, existing conduits can be used to provide a dedicated circuit from the chemical building's lighting panel to the sample pump.

Budget

Item	Description	Cost

Task 1	**Chlorine Analyzer Sample Pump**	
1A	Trench from analyzer room to sample pump	↓
1A	Add (2) 2-1/2” conduits to underground sample tubes	$16,762
1B	Underground dedicated electrical conduit & wires to sample pump	$5,644
Both	Core drilling into building	↓
Both	Backfilling and cement/asphalt repair	↓
Task Total		**$22,406**
Task 2	**Secondary Chlorine Injection Location**	
2	Trench from North side of chemical building to effluent manhole (~160ft)	↓
2	Add (2) 2-1/2” conduits to underground injection tubing	↓
2	Core drilling into building and manhole	↓
2	Backfilling and asphalt repair	↓
Task Total		**$28,464**
Project Grand Total		**$50,870**

Timeline

The contractor who provided the proposal and bid estimated that, once the contract is finalized and the notice to proceed is issued, the work will take approximately two months to complete. Task 1 will be completed no later than November 30th 2026, and Task 2 will be completed no later than December 31st 2026.

This project proposal outlines the necessary steps, improvements, and infrastructure upgrades needed to ensure reliable and compliant chlorine monitoring and control, and will significantly improve the system’s overall performance and reliability.