CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION

In the matter of: **Loleta Community Services District Wastewater Treatment Facility** **Attn: Manuel Fonseca** **Loleta Community Services District** **WDID No. 1B83135OHUM**	))))))))))	**Order R1-2026-0053** **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 Loleta Community Services District (hereinafter, Discharger) and is presented to the Regional Water Quality Control Board, North Coast Region (North Coast 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 March 15, 2018, to May 6, 2025, by the imposition of administrative civil liability against the Discharger in the amount of **$543,000**.

Section II: Recitals

1. The Discharger owns and operates a Wastewater Treatment Facility (Facility), located at 2656 Eel River Drive, Loleta, Humboldt County, California. Between June 1, 2014, until May 31, 2020, the Discharger was subject to the requirements of Waste Discharge Requirements (WDRs) Order No. R1-2014-0013 (National Pollutant Discharge Elimination System [NPDES] Permit No. CA0023671) (2014) Order). From June 1, 2020, to the effective date of this Stipulated Order, the Discharger is or was subject to the requirements of WDRs Order No. R1-2020-0002 (NPDES Permit No. CA0023671) (2020 Order) issued by the North Coast Water Board:

Table 1: Effective NPDES Permit Dates

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2014-0013 (2014 Order)	06/01/2014 – 05/31/2020

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2020-0002 (2020 Order)	06/01/2020 - Present

2. During the effective dates listed in Table 1, the 2014 Order established, among other things, final effluent limitations for discharges from the Discharger's permitted discharge location, Discharge Point 001. Additionally, the 2014 Order established the Monitoring and Reporting Program for the Facility. Attachment E, Section X, Table E-7 of the 2014 Order contains, in part, the following monitoring periods and reporting schedule with which the Discharger is required to maintain compliance:

Table 2: Monitoring and Reporting Requirements for the 2014 Order

Sampling Frequency	Monitoring Period Begins	Monitoring Period	SMR Due Date
Daily	Permit Effective Date	Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling.	Submit with Monthly SMR
Weekly	Permit Effective Date	Sunday through Saturday	Submit with Monthly SMR
Monthly	Permit Effective Date	First day of calendar month through last day of calendar month	First of the second month following the monitoring period
Annually	Permit Effective Date	July 1 through June 30	July 1
Table 2 Note: 1. Quarterly monitoring periods are as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.			

3. Section IV.A.1 of the 2014 Order contains, in part, the following final effluent limitations for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), pH, Settleable Solids, Coliform (Total Bacteria), Chlorine (Total Residual), Copper (Total Recoverable), Chlorodibromomethane (CDBM),

Dichlorobromomethane (DCBM), and Nitrate with which the Discharger is required to maintain compliance at Discharge Point 001:

Table 3: Final Effluent Limitations for the 2014 Order

Order No.	Parameter	Units	Average Monthly	Average Weekly	Maximum Daily
R1-2014-0013	BOD	mg/L	30	45	--
R1-2014-0013	TSS	mg/L	30	45	--
R1-2014-0013	Settleable Solids	ml/L	0.10	--	0.20
R1-2014-0013	Coliform	MPN/100 mL	23	--	230
R1-2014-0013	Copper	µg/L	7.6	--	15.3
R1-2014-0013	CDBM	µg/L	0.40	--	0.80
R1-2014-0013	DCBM	µg/L	0.56	--	1.12
R1-2014-0013	Nitrate	mg/L	10	--	20.1

4. On March 12, 2015, during the effective dates of the 2014 Order, the North Coast Water Board adopted Cease and Desist Order No. R1-2015-0008 (CDO No. R1-2015-0008), which became effective immediately. In part, CDO No. R1-2015-0008 set forth interim effluent limitations with which the Discharger is required to maintain compliance at Discharge Point 001 (shown in the Table 4, below). The interim effluent limitations set forth in CDO No. R1-2015-0008 only require an Average Monthly analysis for the parameters listed in the table below (all Daily Maximum and Average Weekly violations are considered exempt).

Table 4: Interim Effluent Limitations for CDO No. R1-2015-0008

Order No.	Parameter	Units	Average Monthly
R1-2015-0008	Copper	µg/L	18.4
R1-2015-0008	CDBM	µg/L	4.22
R1-2015-0008	DCBM	µg/L	20.8
R1-2015-0008	Nitrate	mg/L	32.6

5. The North Coast Water Board adopted the 2020 Order on April 16, 2020, and it became effective on June 1, 2020. The 2020 Order requires, among other things, compliance with effluent limitations at Discharge Point 001 and monitoring and reporting requirements.

6. The Monitoring and Reporting Program, Attachment E, Section X, Table E-10 of the 2020 Order requires, in part, the following monitoring periods and reporting schedule with which the Discharger is required to maintain compliance (shown in Table 5, below):

Table 5: Monitoring and Reporting Schedule for the 2020 Order

Sampling Frequency	Monitoring Period Begins	Monitoring Period	SMR Due Date
Weekly	Sunday following permit effective date or on permit effective date if on a Sunday	Sunday through Saturday	First day of second calendar month following the end of each quarter (February 1, May 1, August 1, November 1)
Monthly	First day of calendar month following permit effective date if that date is first day of the month	First day of calendar month through last day of calendar month	First day of second calendar month following the end of each quarter (February 1, May 1, August 1, November 1)
Once per Permit Term	Permit effective date	All	March 1 following the year that monitoring is completed (with Annual Report) and at least 180 days prior to permit expiration
Twice per Permit Term	Permit effective date	All	March 1 following the year that monitoring is completed (with Annual Report) and at least 180 days prior to permit expiration
Table Note: 1. Quarterly monitoring periods are as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.			

7. Section IV.A.1 of the 2020 Order contains, in part, the following effluent limitations for BOD, pH, TSS, Settleable Solids, Chlorine (Total Residual), Copper (Total Recoverable), CDBM, DCBM, Ammonia Impact Ratio, Nitrate Nitrogen (Total), and Total Dissolved Solids (TDS) with which the Discharger is required to maintain compliance at Discharge Point 001 (shown in Table 6, below):

Table 6: Effluent Limitations for the 2020 Order

Order No.	Parameter	Units	Instantaneous Minimum	Instantaneous Maximum
R1-2020-0002	pH	Standard Units	6.5	8.5

Order No.	Parameter	Units	Average Monthly	Average Weekly	Maximum Daily	Percent Reduction
R1-2020-0002	BOD	mg/L	30	45	--	85%
R1-2020-0002	TSS	mg/L	30	45	--	85%
R1-2020-0002	Settleable Solids	ml/L	0.10	--	0.20	--
R1-2020-0002	Chlorine	mg/L	0.01	--	0.02	--
R1-2020-0002	Copper	µg/L	8.9	--	14	--
R1-2020-0002	CDBM	µg/L	0.40	--	1.0	--
R1-2020-0002	DCBM	µg/L	0.56	--	1.3	--
R1-2020-0002	Ammonia Impact Ratio	%	1	--	1	--
R1-2020-0002	Nitrate	mg/L	10	--	--	--
R1-2020-0002	TDS	mg/L	500	--	--	--

8. The North Coast Water Board adopted Time Schedule Order No. R1-2020-0003 (TSO R1-2020-0003) on April 29, 2020, and it became effective on June 1, 2020. In part, TSO R1-2020-0003 granted Loleta CSD interim effluent limitations with which the Discharger is required to maintain compliance at Discharge Point 001 (shown in table 7 below). The interim effluent limitations set forth in TSO R1-2020-0003 only require Average Monthly analyses for the parameters listed in the table below (interim limits are expressed as Average Monthly limits, while all Daily Maximum and Average Weekly violations are considered not applicable during the term of TSO R1-2020-0003).

Table 7: Interim Effluent Limitations for TSO R1-2020-0003

Order No.	Parameter	Units	Average Monthly
R1-2020-0003	Copper	µg/L	23.0
R1-2020-0003	CDBM	µg/L	5.90
R1-2020-0003	DCBM	µg/L	31.0
R1-2020-0003	Nitrate	mg/L	54.0
R1-2020-0003	TDS	mg/L	878

9. On October 25, 2023, the Assistant Executive Officer of the North Coast Water Board issued Administrative Civil Liability Complaint (Complaint) No. R1-2023-0056 to the Discharger. The Assistant Executive Officer subsequently issued two amended complaints: Complaint No. R1-2023-0056A on October 31, 2024, and Complaint No. R1-2025-0052 on October 29, 2025, to incorporate additional cumulative violations. Collectively, these Complaints seek to impose $672,000 in mandatory minimum penalties (MMPs) under Water Code section 13385, subdivisions (h) and (i), for effluent limitation violations identified in Exhibit A, which includes sixty-six (66) occasions of Settleable Solids, thirty (30) occasions of Total Coliform, twenty-one (21) occasions of pH, nineteen (19) occasions of Chlorine, Total Residual, fourteen (14) occasions of Nitrate, Total (as N), twelve (12) occasions of Total Suspended Solids (TSS), ten (10) occasions of Ammonia Impact Ratio, four (4) occasions of Dichlorobromomethane, four (4) occasions of Copper, Total, four (4) occasions of Biochemical Oxygen/BOD5, and one (1) occasion of Chlorine, Free Available. Of the one hundred and eighty-five effluent limitation violations included, one hundred and eighty-one (181) are subject to MMPs. Additionally, the Discharger failed to file seven (7) discharge monitoring reports within 30 days of the deadline for submitting the reports as specified in the 2020 Order and identified in Exhibit B. Each of the seven (7) late reports were submitted from 21 to 372 days late, which subjects the Discharger to an MMP of $3,000 per each complete period of 30 days pursuant to Water Code section 13385.1, subdivision (a)(1). Exhibit A and Exhibit B are attached, hereto, and are incorporated herein by this reference.

10. Pursuant to Water Code section 13385(h), the North Coast Water Board shall assess a $3,000 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. Additionally, a “serious violation” means a failure to file a discharge monitoring report required pursuant to Section 13383 for each complete period of 30 days following the deadline for submitting the report if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.

11. Pursuant to Water Code section 13385(i), the North Coast 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 WDR 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.

12. "Laches is an equitable principle that bars certain claims or proceedings based on a combination of unreasonable delay in pursuing the claims and prejudice based on that delay." (*Malaga County Water District v. State Water Resources Control Board* (2020) 58 Cal. App. 5th 447, 462-463.) For penalties under Water Code section 13385, a discharger may assert that the defense of laches should bar imposition of penalties for violations. (*Id.* at 466-469.) Violations that occurred more than three years before the enforcement action was initiated are subject to the burden shifting presumption that the delay in initiating an action was unreasonable and prejudicial. (*Id.* at 471.) Thus, if the Discharger asserts this defense for claims where the Regional Water Board could be said to have known of the violation more than three years before the enforcement action was initiated, the burden shifts to the Prosecution Team to demonstrate any delay in enforcement was reasonable and without prejudice. (*Ibid*.)

In this case, the Discharger has asserted the defense of laches applies to certain violations alleged in the Complaint. Specifically, the Discharger asserts that the North Coast Water Board should be barred from imposing penalties for violations 1-43 as those violations occurred more than three years before the Complaint was issued on October 25, 2023. The Discharger asserts that the Prosecution Team will be unable to demonstrate any delay in enforcement was reasonable and without prejudice. Specifically, while the Discharger acknowledges that violations subject to MMPs are self-reported, the Discharger asserts staff turnover at the WWTF has hindered the Discharger's ability to prepare a response to the older alleged violations. Additionally, the Discharger claims that the delay renders it more difficult for witnesses to recall information needed to establish the facts related to the alleged violations or to raise any defenses thereto.

The Prosecution Team acknowledges that laches is an available defense and that violations that occurred more than three years before the Complaint are subject to the burden-shifting presumption that the delay in initiating an action was unreasonable and prejudicial. The Prosecution Team further acknowledges that the arguments raised by the Discharger regarding delay and prejudice, for purposes of settlement only, appear reasonable; however, in the event this matter proceeds to an evidentiary hearing, the Prosecution Team reserves the right to offer evidence and argument that the defense of laches does not bar enforcement for violations 1-43 because any delay was reasonable and without prejudice.

The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the North Coast Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code

section 11415.60. To resolve the violations by consent and without further administrative proceedings, the Parties have agreed to the imposition of administrative civil liabilities in the amount of $543,000 in MMPs against the Discharger. For purposes of settlement only and without admitting that the Discharger would succeed on its laches defense, the Parties have agreed that liability associated with Violations 1-43 should not be included in the final administrative civil liability amount pursuant to the doctrine of laches. The Parties have additionally agreed to resolve the $543,000 liability by the Discharger agreeing to complete a Compliance Project that meets the requirements set forth in the State Water Resources Control Board's Water Quality Enforcement Policy.

13. This Stipulated Order resolves one hundred and eighty-one (181) effluent limitation violations and seven (7) late-reporting violations ranging from 21 to 372 days late. All of these violations are subject to MMPs pursuant to Water Code section 13385(h) and (i) as identified in Exhibit A, which is incorporated herein by reference. The total proposed administrative civil liability amount is **$543,000**.

14. 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 Publicly Owned Treatment Works (POTW) serving a small community to spend an amount equivalent or greater to the penalty amount on the completion of a compliance project proposed by the POTW if the North Coast Water Board finds each 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 Resources 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.

15. For the purposes of assessing MMPs, Water Code section 13385(k)(2) defines a POTW serving a small community as one "serving a population of 20,000 persons or fewer or a rural county, with a financial hardship..."

16. 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.)

17. As described in the Enforcement Policy, a POTW serving a small community is one that serves a population of 20,000 or fewer people or lies completely within one or more rural counties. "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.)

18. The Enforcement Policy further describes financial hardship as a community served by the POTW that satisfies one of the following conditions: (1) the median household income for the community is less than 80 percent of the California median household income (MHI); (2) the community has an unemployment rate of 10 percent or greater; or (3) at least twenty percent of the population is below the poverty level. (Enforcement Policy, page 33.)

19. The Discharger is a POTW serving a small community because the WWTF in Loleta serves a population that lies completely within Humboldt County; a rural county with a rural-urban continuum code of 5 according to USDA ERS 2023 Rural-Urban Continuum Codes. The Discharger's WWTF also serves a community with a financial hardship because Loleta's MHI of $40,086 is less than 80 percent of California's MHI ($76,416.80 = $95,521 (California s MHI) x 80%).

20. North Coast Water Board staff has determined that the Discharger meets the requirements set forth in 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 the Discharger eligible to complete a CP in lieu of paying all or a portion of the MMPs. Furthermore, the proposed CP meets the requirements of Water Code section 13385(k) because it is designed to correct the violations within five years, conforms to the Enforcement Policy, and is supported by an adequate financing plan.

21. 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 **$543,000** against the Discharger.

22. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the North Coast Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

23. 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 foregoing Recitals are adopted by the Parties, and they stipulate to the following:

24. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability amount of $543,000 to resolve the violations alleged herein. In accordance with the Enforcement Policy and Water Code section

13385(k), the Parties agree that up to $543,000 of the liability associated with the violations contained in Exhibit A will be suspended pending completion of a CP as detailed in paragraph 25 below and in the attached CP Proposal (Exhibit C), which is incorporated herein by reference.

25. **CP Description:** The Discharger proposes to fund and conduct a series of infrastructure improvements to return to compliance with effluent limitations and prevent discharge permit violations. The Discharger believes that the source of the effluent limitation exceedances is elevated peak flows at the Facility caused by inflow and infiltration (I/I) into the sanitary sewer collection system. The CP consists of five phased infrastructure tasks: repairing a broken sewer lateral entering the Facility, replacing approximately 522 lineal feet of 6-inch vitrified clay sewer main pipes alongside associated laterals and cleanouts across three separate projects, and installing new manhole liners inside six existing manholes. These collection system improvements are intended to mitigate I/I, thereby reducing wet weather peak flows and stabilizing treatment facility operations. The CP will be completed no later than December 31, 2030, at a total estimated cost of $543,000. The complete CP description, project milestones, budget, and reporting schedule are contained in Exhibit C, which is incorporated herein by reference.

26. **CP Milestone Requirements:** The Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth in Table 8 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 8: CP Milestone Requirements

Task	Description	Proposed Completion Date
1	Project 1: Begin Construction	October 30, 2026
2	Quarterly Progress Report 1	October 30, 2026
3	Quarterly Progress Report 2	January 29, 2027
4	Project 2: Engineering Design	March 31, 2027
5	Quarterly Progress Report 3	April 30, 2027

6	Project 2: Public Bid	May 31, 2027
7	Quarterly Progress Report 4	July 30, 2027
8	Quarterly Progress Report 5	October 29, 2027
9	Project 2: Begin Construction	October 31, 2027
10	Quarterly Progress Report 6	January 31, 2028
11	Project 3: Engineering Design	March 31, 2028
12	Quarterly Progress Report 7	April 28, 2028
13	Project 3: Public Bid	May 31, 2028
14	Quarterly Progress Report 8	July 31, 2028
15	Project 3: Begin Construction	October 31, 2028
16	Quarterly Progress Report 9	October 31, 2028
17	Quarterly Progress Report 10	January 31, 2029
18	Project 4: Engineering Design	March 31, 2029
19	Quarterly Progress Report 11	April 30, 2029
20	Project 4: Public Bid	May 31, 2029
21	Quarterly Progress Report 12	July 31, 2029

22	Project 4: Begin Construction	October 31, 2029
23	Quarterly Progress Report 13	October 31, 2029
24	Quarterly Progress Report 14	January 31, 2030
25	Project 5: Engineering Design	March 31, 2030
26	Quarterly Progress Report 15	April 30, 2030
27	Project 5: Public Bid	May 31, 2030
28	Quarterly Progress Report 16	July 31, 2030
29	Quarterly Progress Report 17	October 31, 2030
30	Project 1-5: Completion Date	December 30, 2030
31	Submission of Final Report/ Certification of Compliance Project Completion	March 1, 2031

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

    a. As a material condition of the North Coast Water Board's acceptance of this Stipulated Order, the Discharger agrees that it will use the CP Amount to implement the CP, in its entirety and in accordance with the schedule in Table 8.

    b. 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.

28. **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 35 below, by the due date in Table 8. A

responsible official for the Discharger must submit a Certification of CP Completion, signed under penalty of perjury, that includes the following:

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

b. 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 may 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.

c. Confirmation that the Discharger followed all applicable environmental laws and regulations in implementing the CP, including CEQA, 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.

29. **Publicity Associated with the CP**: Should the 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 of a North Coast Water Board enforcement action against the Discharger.

30. **Progress Reports and Inspection Authority**: The Discharger agrees to submit progress reports in implementing the CP to the North Coast Water Board as described in Exhibit C. The Discharger agrees that North Coast Water Board staff has permission to observe and inspect the CP at any time during normal business hours without notice.

31. **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 remaining penalty amount.

32. **Time Extension for the CP:** The Executive Officer (or her/his designee) may extend the deadlines contained in this Stipulated Order if the Discharger demonstrates delays from unforeseeable contingencies, provided that the Discharger continues to undertake all appropriate measures to meet its deadlines. Once discovered that a deadline extension is needed, the Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline if feasible. 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 (or her/his designee) must be in writing.

33. **Failure to Expend All Suspended Funds or Complete the Approved CP:** If the CP is not fully implemented by December 30, 2030, (CP Completion Date) and no extension is granted by the Executive Officer (or her/his designee) within the 5-year statutory period, if the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire CP amount was spent on the completed CP by the CP Completion Date, or if there has been a material failure to satisfy a project milestone, North Coast Water Board staff shall issue a "Notice of Violation" to the Discharger. As a consequence, the Discharger shall be liable to pay the entire CP Amount, less any amount that has been permanently suspended or excused based on the timely and successful completion of any interim project milestone that has an identifiable and stand-alone environmental benefit. 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. The amount of the suspended liability owed shall be determined via a written, stipulated agreement between the Parties or, if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the North Coast Water Board or its delegate. Within 30 days of the North Coast Water Board's or its delegate's determination of the suspended liability assessed, the Discharger shall pay the amount owed to the "State Water Pollution Cleanup and Abatement Account." Within 30 days of the North Coast Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described below. Payment of the assessed amount shall satisfy the Discharger's obligation to implement the CP.

    a. The Discharger shall submit payment of $543,000 Within 30 days of the North Coast Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay. The check must be made payable to the State Water Pollution Cleanup and Abatement Account, reference Order R1-2026-0053, 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 (Asa.Standfeldt@waterboards.ca.gov) and the North Coast Water Board (Jordan.Filak@waterboards.ca.gov).

34. **North Coast Water Board is not Liable:** Neither the North Coast Water Board members nor the 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 by 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.

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

For the North Coast Water Board:	**For the Discharger:**
Jordan Filak Environmental Scientist North Coast Regional Water Quality Control Board 5550 Skylane Boulevard, Suite A Santa Rosa, CA 95403 Jordan.Filak@waterboards.ca.gov (707) 576-6743	Dennie Her General Manager Loleta CSD Loleta WWTF 358 Main Street, P.O. Box 236 Loleta, CA 95551 generalmanagerlcsd@gmail.com (707) 733-1717

36. **Compliance with Applicable Laws**: The 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.

37. **Matters Addressed by Stipulation:** Upon adoption by the North Coast Water Board or its delegate, 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 CP as specified herein.

38. **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.

39. **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.

40. **Public Notice:** The Discharger understands that this Stipulated Order must be posted for a 30-day public review and 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 that it may not rescind or otherwise withdraw its approval of this Stipulated Order once signed.

41. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the North Coast 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 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 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.

42. **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.

43. **If Order Does Not Take Effect:** In the event that the 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 that they expect to 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 that all oral and written statements and agreements made during settlement discussions are confidential and 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 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.

44. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323(b) provides and hereby waives its right to a hearing before the North Coast Water Board prior to the Order's adoption. 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.

45. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives its right to petition the North Coast 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.

46. **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 or 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 Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.

47. **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.

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

49. **No Admission of Liability/ No Waiver of Defenses:** In settling this matter, the Discharger does not admit to liability, admit to the truth of the findings or allegations made by the Prosecution Team, or admit to any of the findings in this Stipulated Order or Exhibit A, or admit to any violations of the Clean Water Act, the Water Code, any Regional or State Water Board order, or any other federal, state or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code sections 13327 and 13385(e), and the State Water Board's Water Quality Enforcement Policy, which is available at: WATER QUALITY ENFORCEMENT POLICY (ca.gov). By entering into this agreement, 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.

50. **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.

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

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, enters the Order incorporating the terms of this Stipulated Order.

(Continued on next page)

IT IS SO STIPULATED.

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

Digitally signed by Claudia E Villacorta
Date: 2026.09.04 12:08:43 -07'00'

Date: **By:**

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

Loleta Community Services District,

Date: 9-24-26 **By:** _____

~~Manuel Fonseca~~, **Loleta CSD**
Dennie Her

ORDER OF THE NORTH COAST WATER BOARD

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

55. 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 14 California Code of Regulations (CCR) section 15321(a)(2). This Order includes a CP in the North Coast Region. This Order generally accepts the plans proposed for the CP prior to implementation. Mere submittal of plans is exempt from CEQA as submittal will not cause a direct or indirect physical change to the environment.

56. 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.

Digitally signed by Valerie Quinto
Date: 2026.10.27 14:16:21 -07'00'

Date: October 27, 2026 **By:**

Valerie Quinto
Executive Officer

Exhibits:

A. Exhibit A – List of Effluent Limitation Violations Requiring Mandatory Minimum Penalties
B. Exhibit B – List of Late Reporting Violations Requiring Mandatory Minimum Penalties
C. Exhibit C – Compliance Project Description

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Loleta CSD

Loleta WWTF

WDID No. 1B80081OHUM NPDES No. CA0023671

EXHIBIT "A"

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit[1]	Result/ Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1041630	03/15/2018	pH	Other	Instantaneous Minimum	6.5	6.3	SU	Y	b	N/A	09/16/2017	C	12	N		$ 0
2	1044077	05/15/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	39	mg/L	Y	b	20%	11/16/2017	C	11	N		$ 0
3	1047879	07/10/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	41	ml/L	Y	b	26%	01/11/2018	C	6	N		$ 0
4	1048746	08/14/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	44	mg/L	Y	b	35%	02/15/2018	S	4	N		$ 0
5	1048745	08/16/2018	pH	Other	Instantaneous Minimum	6.5	6.3	SU	Y	b	N/A	02/17/2018	C	5	N		$ 0
6	1050293	09/11/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	42	mg/L	Y	b	29%	03/15/2018	C	6	N		$ 0
7	1053829	10/09/2018	Dichlorobromomethane	Group 2	Average Monthly	20.8	21	ug/L	Y	b	1%	04/12/2018	C	6	N		$ 0
8	1053830	10/09/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	33	mg/L	Y	b	1%	04/12/2018	C	7	N		$ 0
9	1053762	11/13/2018	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	37	mg/L	Y	b	13%	05/17/2018	C	7	N		$ 0
10	1053763	11/27/2018	Total Coliform	Other	Maximum Daily	230	540	MPN/100	Y	b	N/A	05/31/2018	C	8	N		$ 0
11	1054963	12/10/2018	Copper, Total	Group 2	Average Monthly	18.4	21	ug/L	Y	b	14%	06/13/2018	C	9	N		$ 0
12	1056027	01/24/2019	Settleable Solids	Group 1	Maximum Daily	0.2	0.4	ml/L	Y	b	100%	07/28/2018	S	9	N		$ 0
13	1056929	02/14/2019	pH	Other	Instantaneous Minimum	6.5	6	SU	Y	b	N/A	08/18/2018	C	8	N		$ 0
14	1056931	02/14/2019	Settleable Solids	Group 1	Maximum Daily	0.2	0.4	ml/L	Y	b	100%	08/18/2018	S	9	N		$ 0
15	1056927	02/21/2019	pH	Other	Instantaneous Minimum	6.5	6.3	SU	Y	b	N/A	08/25/2018	C	10	N		$ 0
16	1059618	05/14/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	36	mg/L	Y	b	10%	11/15/2018	C	7	N		$ 0
17	1061151	06/11/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	40	mg/L	Y	b	23%	12/13/2018	C	6	N		$ 0
18	1061153	06/11/2019	Dichlorobromomethane	Group 2	Average Monthly	20.8	22	mg/L	Y	b	6%	12/13/2018	C	7	N		$ 0
19	1062389	07/09/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	47	mg/L	Y	b	44%	01/10/2019	S	8	N		$ 0
20	1062390	07/09/2019	Dichlorobromomethane	Group 2	Average Monthly	20.8	27	ug/L	Y	b	30%	01/10/2019	S	9	N		$ 0
21	1064531	08/13/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	41	mg/L	Y	b	26%	02/14/2019	C	9	N		$ 0
22	1065339	09/10/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	35	mg/L	Y	b	7%	03/14/2019	C	7	N		$ 0
23	1065340	09/24/2019	Total Coliform	Other	Maximum Daily	230	1600	MPN/100	Y	b	N/A	03/28/2019	C	8	N		$ 0
24	1066532	10/08/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	48	mg/L	Y	b	47%	04/11/2019	S	9	N		$ 0
25	1068158	11/12/2019	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	44	mg/L	Y	b	35%	05/16/2019	C	10	N		$ 0
26	1068157	11/12/2019	Dichlorobromomethane	Group 2	Average Monthly	20.8	21.7	ug/L	Y	b	4%	05/16/2019	C	10	N		$ 0
27	1070072	12/23/2019	Settleable Solids	Group 1	Maximum Daily	0.2	2	mg/L	Y	b	900%	06/26/2019	S	9	N		$ 0
28	1070071	12/29/2019	Chlorine, Total Residual	Group 2	Maximum Daily	0.1	4	mg/L	Y	b	3900%	07/02/2019	S	10	N		$ 0
29	1070070	12/31/2019	Settleable Solids	Group 1	Average Monthly	0.1	0.4	ml/L	Y	b	300%	07/04/2019	S	11	N		$ 0
30	1070893	01/16/2020	Total Suspended Solids	Group 1	Average Weekly	45	100	mg/L	Y	b	122%	07/20/2019	S	10	N		$ 0
31	1070895	01/16/2020	Biochemical Oxygen	Group 1	Average Weekly	54	300	lb/day	Y	b	456%	07/20/2019	S	11	N		$ 0
32	1070896	01/16/2020	Total Suspended Solids	Group 1	Average Weekly	54	485	lb/day	Y	b	798%	07/20/2019	S	12	N		$ 0
33	1070897	01/16/2020	Total Suspended Solids	Group 1	Percent Reduction	85	25	%	Y	b	-71%	07/20/2019	C	13	N		$ 0
34	1070898	01/16/2020	Biochemical Oxygen	Group 1	Average Weekly	45	62	mg/L	Y	b	38%	07/20/2019	C	14	N		$ 0
35	1070891	01/16/2020	Settleable Solids	Group 1	Daily Maximum	0.2	30	ml/L	Y	b	14900%	07/20/2019	S	15	N		$ 0
36	1070890	01/31/2020	Settleable Solids	Group 1	Average Monthly	0.2	5	ml/L	Y	b	2400%	08/04/2019	S	16	N		$ 0
37	1070892	01/31/2020	Total Suspended Solids	Group 1	Average Monthly	36	101	lb/day	Y	b	181%	08/04/2019	S	17	N		$ 0
38	1070899	01/31/2020	BOD5 @ 20 Deg. C,	Group 1	Percent Reduction	85	62.9	%	Y	b	-26%	08/04/2019	C	18	N		$ 0
39	1070900	01/31/2020	Biochemical Oxygen	Group 1	Average Monthly	36	64	lb/day	Y	b	78%	08/04/2019	S	19	N		$ 0
40	1074907	04/05/2020	Settleable Solids	Group 1	Maximum Daily	0.2	3	ml/L	Y	b	1400%	10/08/2019	S	17	N		$ 0
41	1074908	04/30/2020	Settleable Solids	Group 1	Average Monthly	0.1	0.5	ml/L	Y	b	400%	11/02/2019	S	17	N		$ 0
42	1076283	05/12/2020	Nitrate, Total (as N)	Group 1	Average Monthly	32.6	38	mg/L	Y	b	17%	11/14/2019	C	16	N		$ 0
43	1076284	05/12/2020	Copper, Total	Group 2	Average Monthly	18.4	32	ug/L	Y	b	74%	11/14/2019	S	17	N		$ 0
44	1084963	12/17/2020	Settleable Solids	Group 1	Maximum Daily	0.2	1.2	ml/L	N		500%	06/20/2020	S	1	Y	13385(i)	$ 3,000
45	1084964	12/31/2020	Settleable Solids	Group 1	Average Monthly	0.1	0.24	ml/L	N		140%	07/04/2020	S	2	Y	13385(i)	$ 3,000
46	1089302	01/28/2021	Settleable Solids	Group 1	Maximum Daily	0.2	6	ml/L	N		2900%	08/01/2020	S	3	Y	13385(i)	$ 3,000
47	1089303	01/28/2021	Total Suspended Solids	Group 1	Average Weekly	45	96	mg/L	N		113%	08/01/2020	S	4	Y	13385(i)	$ 3,000
48	1089301	01/31/2021	Total Suspended Solids	Group 1	Percent Reduction	85	3	%	N		-96%	08/04/2020	C	5	Y	13385(i)	$ 3,000
49	1089305	01/31/2021	Settleable Solids	Group 1	Average Monthly	0.1	1.5	ml/L	N		1400%	08/04/2020	S	6	Y	13385(i)	$ 3,000
50	1089304	03/02/2021	Total Coliform	Other	Daily Discharge	240	350	MPN/100	N		N/A	09/03/2020	C	7	Y	13385(i)	$ 3,000
51	1095965	09/14/2021	Copper, Total	Group 2	Average Monthly	23	33	ug/L	N		43%	03/18/2021	S	1	Y	13385(i)	$ 3,000
52	1099388	10/19/2021	Total Coliform	Other	Maximum Daily	230	920	MPN/100	Y	a	N/A	04/22/2021	N/A	2	N		$ 0
53	1099396	10/19/2021	Copper, Total	Group 2	Average Monthly	23	27	ug/L	Y	a	17%	04/22/2021	N/A	3	N		$ 0
54	1099397	10/24/2021	Settleable Solids	Group 1	Maximum Daily	0.2	90	ml/L	N		44900%	04/27/2021	S	4	Y	13385(i)	$ 3,000
55	1099392	10/26/2021	Total Coliform	Other	Maximum Daily	230	920	MPN/100	N		N/A	04/29/2021	C	5	Y	13385(i)	$ 3,000
56	1099386	10/31/2021	Total Coliform	Other	Monthly Median	23	463.9	MPN/100	N		N/A	05/04/2021	C	6	Y	13385(i)	$ 3,000
57	1099393	10/31/2021	Settleable Solids	Group 1	Average Monthly	0.1	15	ml/L	N		14900%	05/04/2021	S	7	Y	13385(i)	$ 3,000
58	1099384	11/01/2021	Total Coliform	Other	Maximum Daily	230	540	MPN/100	N		N/A	05/05/2021	C	8	Y	13385(i)	$ 3,000
59	1099395	11/02/2021	pH	Other	Instantaneous Minimum	6.5	6.2	SU	N		N/A	05/06/2021	C	10	Y	13385(i)	$ 3,000
60	1099394	11/02/2021	Settleable Solids	Group 1	Maximum Daily	0.2	20	ml/L	N		9900%	05/06/2021	S	9	Y	13385(i)	$ 3,000
61	1099389	11/06/2021	Total Suspended Solids	Group 1	Average Weekly	45	66.6	mg/L	N		48%	05/10/2021	S	11	Y	13385(i)	$ 3,000
62	1099387	11/30/2021	Settleable Solids	Group 1	Average Monthly	0.1	5	ml/L	N		4900%	06/03/2021	S	12	Y	13385(i)	$ 3,000
63	1099390	12/14/2021	Settleable Solids	Group 1	Maximum Daily	0.2	3	ml/L	N		1400%	06/17/2021	S	13	Y	13385(i)	$ 3,000
64	1099385	12/31/2021	Settleable Solids	Group 1	Average Monthly	0.1	0.5	ml/L	N		400%	07/04/2021	S	14	Y	13385(i)	$ 3,000
65	1116460	01/05/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	2.5	mg/L	N		12400%	07/09/2021	S	15	Y	13385(i)	$ 3,000
66	1116636	01/31/2022	Chlorine, Total Residual	Group 2	Average Monthly	0.01	0.08	mg/L	N		700%	08/04/2021	S	16	Y	13385(h)	$ 3,000
67	1116459	03/03/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.16	mg/L	N		700%	09/04/2021	S	17	Y	13385(i)	$ 3,000

[1] The limits shown in Exhibit A may be a final permit effluent limitation or an interim limitation established in CDO R1-2015-0008 or TSO R1-2020-0003. Under California Water Code Section 13385(J)(3), the exemption from MMPs during a compliance schedule only applies to violations of the final effluent limitation. Violating an interim limit, or failing to meet the final limit after the compliance period, may result in MMP liability based on the underlying final effluent limitation.

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit[1]	Result/ Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
68	1116462	03/08/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.14	mg/L	N		600%	09/09/2021	S	18	Y	13385(i)	$ 3,000
69	1117068	03/13/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.03	mg/L	N		50%	09/14/2021	S	19	Y	13385(i)	$ 3,000
70	1116471	03/16/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.12	mg/L	N		500%	09/17/2021	S	19	Y	13385(i)	$ 3,000
71	1117098	03/17/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.1	mg/L	N		400%	09/18/2021	S	20	Y	13385(i)	$ 3,000
72	1116469	03/18/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.12	mg/L	N		500%	09/19/2021	S	21	Y	13385(i)	$ 3,000
73	1117071	03/19/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.07	mg/L	N		250%	09/20/2021	S	22	Y	13385(i)	$ 3,000
74	1117057	03/20/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.06	mg/L	N		200%	09/21/2021	S	23	Y	13385(i)	$ 3,000
75	1117072	03/21/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.03	mg/L	N		50%	09/22/2021	S	24	Y	13385(i)	$ 3,000
76	1117096	03/22/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.04	mg/L	N		100%	09/23/2021	S	25	Y	13385(i)	$ 3,000
77	1116470	03/23/2022	Chlorine, Free Available	Group 2	Maximum Daily	0.02	0.21	mg/L	N		950%	09/24/2021	S	26	Y	13385(i)	$ 3,000
78	1116461	03/24/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.22	mg/L	N		1000%	09/25/2021	S	27	Y	13385(i)	$ 3,000
79	1116637	03/31/2022	Chlorine, Total Residual	Group 2	Average Monthly	0.01	0.05	mg/L	N		400%	10/02/2021	S	28	Y	13385(h)	$ 3,000
80	1116587	04/26/2022	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L/hr	N		900%	10/28/2021	S	25	Y	13385(i)	$ 3,000
81	1116588	05/04/2022	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L/hr	N		900%	11/05/2021	S	21	Y	13385(i)	$ 3,000
82	1116591	05/10/2022	pH	Other	Instantaneous Minimum	6.5	6.05	SU	N		N/A	11/11/2021	C	21	Y	13385(i)	$ 3,000
83	1116592	06/14/2022	Ammonia Impact Ratio	Other	Average Monthly	1	1.65	%	N		N/A	12/16/2021	C	20	Y	13385(i)	$ 3,000
84	1117074	06/14/2022	Total Coliform	Other	Single Sample	240	270	MPN/100	N		N/A	12/16/2021	C	21	Y	13385(i)	$ 3,000
85	1117609	06/14/2022	Ammonia Impact Ratio	Other	Maximum Daily	1	5.36	%	N		N/A	12/16/2021	C	22	Y	13385(i)	$ 3,000
86	1117060	06/21/2022	Total Coliform	Other	Single Sample	240	2400	MPN/100	N		N/A	12/23/2021	C	23	Y	13385(i)	$ 3,000
87	1117097	06/28/2022	Total Coliform	Other	Single Sample	240	5400	MPN/100	N		N/A	12/30/2021	C	24	Y	13385(i)	$ 3,000
88	1117076	06/30/2022	Total Coliform	Other	Monthly Median	23	1335	MPN/100	N		N/A	01/01/2022	C	24	Y	13385(i)	$ 3,000
89	1117081	07/05/2022	Total Coliform	Other	Single Sample	240	2400	MPN/100	N		N/A	01/06/2022	C	24	Y	13385(i)	$ 3,000
90	1117084	07/12/2022	Total Coliform	Other	Maximum Daily	240	920	MPN/100	N		N/A	01/13/2022	C	25	Y	13385(i)	$ 3,000
91	1117611	07/12/2022	Ammonia Impact Ratio	Other	Average Monthly	1	2.28	%	N		N/A	01/13/2022	C	26	Y	13385(i)	$ 3,000
92	1117612	07/12/2022	Ammonia Impact Ratio	Other	Maximum Daily	1	3	%	N		N/A	01/13/2022	C	27	Y	13385(i)	$ 3,000
93	1117085	07/31/2022	Total Coliform	Other	Monthly Median	23	530	MPN/100	N		N/A	02/01/2022	C	27	Y	13385(i)	$ 3,000
94	1116600	08/01/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.049	mg/L	N		145%	02/02/2022	S	28	Y	13385(i)	$ 3,000
95	1116595	08/02/2022	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	0.03	mg/L	N		50%	02/03/2022	S	29	Y	13385(i)	$ 3,000
96	1117065	08/02/2022	Total Coliform	Other	Single Sample	240	9200	MPN/100	N		N/A	02/03/2022	C	30	Y	13385(i)	$ 3,000
97	1116599	08/09/2022	Ammonia Impact Ratio	Other	Average Monthly	1	1.65	%	N		N/A	02/10/2022	C	31	Y	13385(i)	$ 3,000
98	1117066	08/09/2022	Total Coliform	Other	Single Sample	240	1600	MPN/100	N		N/A	02/10/2022	C	32	Y	13385(i)	$ 3,000
99	1117610	08/09/2022	Ammonia Impact Ratio	Other	Maximum Daily	1	8.9	%	N		N/A	02/10/2022	C	33	Y	13385(i)	$ 3,000
100	1117075	08/31/2022	Total Coliform	Other	Monthly Median	23	804.65	MPN/100	N		N/A	03/04/2022	C	33	Y	13385(i)	$ 3,000
101	1117613	09/28/2022	Ammonia Impact Ratio	Other	Average Monthly	1	1.35	%	N		N/A	04/01/2022	C	22	Y	13385(i)	$ 3,000
102	1117614	09/28/2022	Ammonia Impact Ratio	Other	Maximum Daily	1	2.3	%	N		N/A	04/01/2022	C	23	Y	13385(i)	$ 3,000
103	1117083	09/30/2022	Total Coliform	Other	Monthly Median	23	40.4	MPN/100	N		N/A	04/03/2022	C	24	Y	13385(i)	$ 3,000
104	1117617	10/11/2022	Ammonia Impact Ratio	Other	Maximum Daily	1	2.92	%	N		N/A	04/14/2022	C	25	Y	13385(i)	$ 3,000
105	1117618	10/11/2022	Ammonia Impact Ratio	Other	Average Monthly	1	9.51	%	N		N/A	04/14/2022	C	26	Y	13385(i)	$ 3,000
106	1116911	10/18/2022	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L	N		900%	04/21/2022	S	27	Y	13385(i)	$ 3,000
107	1116903	10/25/2022	Settleable Solids	Group 1	Maximum Daily	0.2	18	ml/L	N		8900%	04/28/2022	S	27	Y	13385(i)	$ 3,000
108	1117099	10/25/2022	Total Coliform	Other	Maximum Daily	240	1600	MPN/100	N		N/A	04/28/2022	C	28	Y	13385(i)	$ 3,000
109	1116909	10/31/2022	Settleable Solids	Group 1	Average Monthly	0.1	5.5	ml/L	N		5400%	05/04/2022	S	29	Y	13385(i)	$ 3,000
110	1116912	11/01/2022	Settleable Solids	Group 1	Maximum Daily	0.2	15	ml/L	N		7400%	05/05/2022	S	29	Y	13385(i)	$ 3,000
111	1116902	11/03/2022	Total Coliform	Other	Single Sample	240	920	MPN/100	N		N/A	05/07/2022	C	30	Y	13385(i)	$ 3,000
112	1116908	11/08/2022	Settleable Solids	Group 1	Maximum Daily	0.2	8	ml/L	N		3900%	05/12/2022	S	30	Y	13385(i)	$ 3,000
113	1116904	11/15/2022	Settleable Solids	Group 1	Maximum Daily	0.2	6	ml/L	N		2900%	05/19/2022	S	31	Y	13385(i)	$ 3,000
114	1116905	11/22/2022	Settleable Solids	Group 1	Maximum Daily	0.2	5	ml/L	N		2400%	05/26/2022	S	32	Y	13385(i)	$ 3,000
115	1116901	11/27/2022	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L	N		900%	05/31/2022	S	33	Y	13385(i)	$ 3,000
116	1117062	11/27/2022	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L	N		900%	05/31/2022	S	34	Y	13385(i)	$ 3,000
117	1116910	11/30/2022	Settleable Solids	Group 1	Average Monthly	0.1	7.2	ml/L	N		7100%	06/03/2022	S	35	Y	13385(i)	$ 3,000
118	1116950	01/10/2023	Total Coliform	Other	Single Sample	240	920	MPN/100	N		N/A	07/14/2022	C	26	Y	13385(i)	$ 3,000
119	1116945	01/31/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L	N		900%	08/04/2022	S	23	Y	13385(i)	$ 3,000
120	1116947	01/31/2023	Settleable Solids	Group 1	Average Monthly	0.1	1.5	ml/L	N		1400%	08/04/2022	S	24	Y	13385(i)	$ 3,000
121	1116946	02/07/2023	Settleable Solids	Group 1	Maximum Daily	0.2	3	ml/L	N		1400%	08/11/2022	S	22	Y	13385(i)	$ 3,000
122	1116948	02/28/2023	Settleable Solids	Group 1	Maximum Daily	0.2	6	ml/L	N		2900%	09/01/2022	S	22	Y	13385(i)	$ 3,000
123	1116949	02/28/2023	Settleable Solids	Group 1	Average Monthly	0.1	2.75	ml/L	N		2650%	09/01/2022	S	23	Y	13385(i)	$ 3,000
124	1116952	03/07/2023	Settleable Solids	Group 1	Maximum Daily	0.2	5	ml/L	N		2400%	09/08/2022	S	24	Y	13385(i)	$ 3,000
125	1116954	03/14/2023	Settleable Solids	Group 1	Maximum Daily	0.2	3	ml/L	N		1400%	09/15/2022	S	25	Y	13385(i)	$ 3,000
126	1116951	03/21/2023	Total Coliform	Other	Single Sample	240	920	MPN/100	N		N/A	09/22/2022	C	26	Y	13385(i)	$ 3,000
127	1116953	03/28/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L	N		900%	09/29/2022	S	25	Y	13385(i)	$ 3,000
128	1116956	03/28/2023	Total Coliform	Other	Single Sample	240	920	MPN/100	N		N/A	09/29/2022	C	26	Y	13385(i)	$ 3,000
129	1116955	03/31/2023	Settleable Solids	Group 1	Average Monthly	0.1	2.75	ml/L	N		2650%	10/02/2022	S	26	Y	13385(i)	$ 3,000
130	1118778	04/11/2023	Settleable Solids	Group 1	Maximum Daily	0.2	1	ml/L/hr	N		400%	10/13/2022	S	25	Y	13385(i)	$ 3,000
131	1118779	04/18/2023	Settleable Solids	Group 1	Maximum Daily	0.2	1	ml/L/hr	N		400%	10/20/2022	S	25	Y	13385(i)	$ 3,000
132	1118780	04/25/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L/hr	N		900%	10/27/2022	S	24	Y	13385(i)	$ 3,000
133	1118781	04/30/2023	Settleable Solids	Group 1	Average Monthly	0.1	1.33	ml/L/hr	N		1230%	11/01/2022	S	24	Y	13385(i)	$ 3,000
134	1118799	05/02/2023	Settleable Solids	Group 1	Maximum Daily	0.2	1	ml/L/hr	N		400%	11/03/2022	S	24	Y	13385(i)	$ 3,000
135	1118787	05/09/2023	Settleable Solids	Group 1	Maximum Daily	0.2	6	ml/L/hr	N		2900%	11/10/2022	S	23	Y	13385(i)	$ 3,000
136	1118782	05/16/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L/hr	N		900%	11/17/2022	S	23	Y	13385(i)	$ 3,000
137	1118788	05/23/2023	Settleable Solids	Group 1	Maximum Daily	0.2	1	ml/L/hr	N		400%	11/24/2022	S	23	Y	13385(i)	$ 3,000
138	1118783	05/30/2023	Settleable Solids	Group 1	Maximum Daily	0.2	3	ml/L/hr	N		1400%	12/01/2022	S	21	Y	13385(i)	$ 3,000
139	1118784	05/31/2023	Settleable Solids	Group 1	Average Monthly	0.1	2.6	ml/L/hr	N		2500%	12/02/2022	S	22	Y	13385(i)	$ 3,000
140	1118800	06/13/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2	ml/L/hr	N		900%	12/15/2022	S	23	Y	13385(i)	$ 3,000
141	1118785	06/20/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2.1	ml/L/hr	N		950%	12/22/2022	S	24	Y	13385(i)	$ 3,000
142	1118786	06/27/2023	Settleable Solids	Group 1	Maximum Daily	0.2	3.2	ml/L/hr	N		1500%	12/29/2022	S	25	Y	13385(i)	$ 3,000
143	1118801	06/30/2023	Settleable Solids	Group 1	Average Monthly	0.1	2.43	ml/L/hr	N		2330%	01/01/2023	S	26	Y	13385(i)	$ 3,000
144	1121115	07/06/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2.1	ml/L	N		950%	01/07/2023	S	27	Y	13385(i)	$ 3,000
145	1121116	07/11/2023	Settleable Solids	Group 1	Maximum Daily	0.2	2.6	ml/L	N		1200%	01/12/2023	S	27	Y	13385(i)	$ 3,000

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit[1]	Result/ Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
146	1121117	07/31/2023	Settleable Solids	Group 1	Average Monthly	0.1	1.2	ml/L	N		1100%	02/01/2023	S	26	Y	13385(i)	$ 3,000
147	1121118	08/08/2023	Settleable Solids	Group 1	Maximum Daily	0.2	0.5	ml/L	N		150%	02/09/2023	S	26	Y	13385(i)	$ 3,000
148	1121120	08/31/2023	Settleable Solids	Group 1	Average Monthly	0.1	0.18	ml/L	N		80%	03/04/2023	S	25	Y	13385(i)	$ 3,000
149	1123726	12/05/2023	Total Coliform	Other	Single Sample	240	350	MPN/100	N		N/A	06/08/2023	C	10	Y	13385(i)	$ 3,000
150	1123727	12/06/2023	Chlorine, Total Residual	Group 2	Maximum Daily	0.02	2.2	mg/L	N		10900%	06/09/2023	S	11	Y	13385(i)	$ 3,000
151	1123728	12/06/2023	Chlorine, Total Residual	Group 2	Average Monthly	0.01	0.07	mg/L	N		600%	06/09/2023	S	12	Y	13385(i)	$ 3,000
152	1123729	12/20/2023	Settleable Solids	Group 1	Maximum Daily	0.2	1.5	mg/L	N		650%	06/23/2023	S	11	Y	13385(i)	$ 3,000
153	1123730	12/20/2023	Settleable Solids	Group 1	Average Monthly	0.1	0.3	mg/L	N		200%	06/23/2023	S	12	Y	13385(i)	$ 3,000
154	1123724	12/27/2023	Total Coliform	Other	Single Sample	240	920	MPN/100	N		N/A	06/30/2023	C	12	Y	13385(i)	$ 3,000
155	1123725	12/31/2023	Total Coliform	Other	Average Monthly	23	424	MPN/100	N		N/A	07/04/2023	C	12	Y	13385(i)	$ 3,000
156	1126754	01/03/2024	Settleable Solids	Group 1	Maximum Daily	0.2	0.5	mg/L	N		150%	07/07/2023	S	12	Y	13385(i)	$ 3,000
157	1126760	01/03/2024	Total Coliform	Other	Single Sample	240	350	MPN/100	N		N/A	07/07/2023	C	13	Y	13385(i)	$ 3,000
158	1126752	01/31/2024	Settleable Solids	Group 1	Average Monthly	0.1	0.18	ml/L	N		80%	08/04/2023	S	12	Y	13385(i)	$ 3,000
159	1126758	01/31/2024	Total Coliform	Other	Monthly Median	23	31	MPN/100	N		N/A	08/04/2023	C	13	Y	13385(i)	$ 3,000
160	1126755	02/06/2024	Settleable Solids	Group 1	Maximum Daily	0.2	0.7	ml/L	N		250%	08/10/2023	S	13	Y	13385(i)	$ 3,000
161	1126757	02/06/2024	pH	Other	Instantaneous Minimum	6.5	5.9	SU	N		N/A	08/10/2023	C	14	Y	13385(i)	$ 3,000
162	1126759	02/13/2024	Total Coliform	Other	Single Sample	240	425	MPN/100	N		N/A	08/17/2023	C	15	Y	13385(i)	$ 3,000
163	1126748	02/29/2024	Settleable Solids	Group 1	Average Monthly	0.1	0.25	ml/L	N		150%	09/02/2023	S	15	Y	13385(i)	$ 3,000
164	1126753	02/29/2024	Total Suspended Solids	Group 1	Percent Reduction	85	52.9	%	N		-38%	09/02/2023	C	16	Y	13385(i)	$ 3,000
165	1126761	02/29/2024	Total Coliform	Other	Monthly Median	23	94.5	MPN/100	N		N/A	09/02/2023	C	17	Y	13385(i)	$ 3,000
166	1126751	03/19/2024	pH	Other	Instantaneous Minimum	6.5	6.1	SU	N		N/A	09/21/2023	C	18	Y	13385(i)	$ 3,000
167	1126756	03/19/2024	Settleable Solids	Group 1	Maximum Daily	0.1	0.3	ml/L	N		200%	09/21/2023	S	19	Y	13385(i)	$ 3,000
168	1126749	03/31/2024	Total Suspended Solids	Group 1	Percent Reduction	85	82.4	%	N		-3%	10/03/2023	C	20	Y	13385(i)	$ 3,000
169	1126750	03/31/2024	Settleable Solids	Group 1	Average Monthly	0.1	0.15	mg/L	N		50%	10/03/2023	S	21	Y	13385(i)	$ 3,000
170	1134788	04/30/2024	pH	Other	Instantaneous Minimum	6.5	6	SU	N		N/A	11/02/2023	C	22	Y	13385(i)	$ 3,000
171	1134783	05/07/2024	pH	Other	Instantaneous Minimum	6.5	6	SU	N		N/A	11/09/2023	C	23	Y	13385(i)	$ 3,000
172	1134784	05/28/2024	pH	Other	Instantaneous Minimum	6.5	6.1	SU	N		N/A	11/30/2023	C	24	Y	13385(i)	$ 3,000
173	1134782	06/14/2024	pH	Other	Instantaneous Minimum	6.5	6	SU	N		N/A	12/17/2023	C	22	Y	13385(i)	$ 3,000
174	1134785	06/18/2024	pH	Other	Instantaneous Minimum	6.5	6.4	SU	N		N/A	12/21/2023	C	21	Y	13385(i)	$ 3,000
175	1134780	06/21/2024	pH	Other	Instantaneous Minimum	6.5	6.4	SU	N		N/A	12/24/2023	C	22	Y	13385(i)	$ 3,000
176	1135104	07/09/2024	pH	Other	Instantaneous Minimum	6.5	6.3	SU	N		N/A	01/11/2024	C	19	Y	13385(i)	$ 3,000
177	1135105	07/16/2024	pH	Other	Instantaneous Minimum	6.5	6	SU	N		N/A	01/18/2024	C	20	Y	13385(i)	$ 3,000
178	1135102	07/25/2024	pH	Other	Instantaneous Minimum	6.5	6	SU	N		N/A	01/27/2024	C	21	Y	13385(i)	$ 3,000
179	1135103	08/06/2024	pH	Other	Instantaneous Minimum	6.5	5.46	SU	N		N/A	02/08/2024	C	18	Y	13385(i)	$ 3,000
180	1135100	08/13/2024	pH	Other	Instantaneous Minimum	6.5	3.93	SU	N		N/A	02/15/2024	C	18	Y	13385(i)	$ 3,000
181	1135101	09/24/2024	pH	Other	Instantaneous Minimum	6.5	5.66	SU	N		N/A	03/28/2024	C	14	Y	13385(i)	$ 3,000
182	1135114	09/24/2024	pH	Other	Instantaneous Minimum	6.5	5.66	SU	N		N/A	03/28/2024	C	15	Y	13385(i)	$ 3,000
183	1139676	11/30/2024	Total Suspended Solids	Group 1	Percent Reduction	85	69.3	%	N		-18%	06/03/2024	C	11	Y	13385(i)	$ 3,000
184	1143564	03/31/2025	Total Suspended Solids	Group 1	Percent Reduction	85	82.5	%	Y	a	-3%	10/02/2024	N/A	2	N		$ 0
185	1152893	03/31/2025	Total Suspended Solids	Group 1	Monthly Minimum	85	82.5	%	Y	a	-3%	10/02/2024	N/A	3	N		$ 0

***Total Penalty*: $ 414,000**

Legend of Table

a. The first three violations in a 180-day period shall not receive MMP assessment unless serious.

b. Laches Settlement Exclusion: Liability excluded for settlement purposes only pursuant to an asserted laches defense, as detailed in Paragraph 12 of the Order.

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.

- Violation occurs on sample date or last date of averaging period.
- 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
- 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 March 15, 2018, and May 6, 2025

Group I Violations Assessed MMP:	64
Group II Violations Assessed MMP:	20
Other Effluent Violations Assessed MMP:	54
Violations Exempt from MMP:	47
Total Violations Assessed MMP:	140

Mandatory Minimum Penalty = (80 Serious Violations + 58 Non-Serious Violations) x $3,000 = $414,000

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Loleta CSD

Loleta WWTF

WDID No. 1B80081OHUM NPDES No. CA0023671

EXHIBIT "B"

Late Reporting Violations Requiring Mandatory Minimum Penalties

Number	Violation No.	Violation Date	Constituent/ Description	Due Date	Date Submitted	Exempt from MMP?	Exemption Reason	Days Past Due	No. of Serious Violations	Date 180 Days Prior	Serious, Chronic, or Exempt Violation?	Mandatory Fine?	Water Code	Penalty
1	1102120	03/02/2022	Annual Report for Calendar Year 2021 past due, submitted on February 6, 2023	03/01/2022	02/06/2023	N	N (c)	341	11 (a)	N/A	S	Y	13385.1	$ 33,000
2	1104124	05/02/2022	Q1 2022 Report past due, submitted on May 9, 2023	05/01/2022	05/09/2023	N	N (c)	372	12 (a)	N/A	S	Y	13385.1	$ 36,000
3	1107113	08/02/2022	Q2 2022 Report past due, submitted on May 11, 2023	08/01/2022	05/11/2023	N	N (c)	282	9 (a)	N/A	S	Y	13385.1	$ 27,000
4	1110036	11/02/2022	Q3 2022 Report past due, submitted on May 11, 2023	11/01/2022	05/11/2023	N	N (c)	190	6 (a)	N/A	S	Y	13385.1	$ 18,000
5	1113397	02/02/2023	Q4 2022 Report past due, submitted on May 24, 2023	02/01/2023	05/24/2023	N	N (c)	111	3 (a)	N/A	S	Y	13385.1	$ 9,000
6	1114585	03/02/2023	Annual Report for Calendar Year 2022 past due, submitted on May 25, 2023	03/01/2023	05/25/2023	N	N (c)	84	2 (a)	N/A	S	Y	13385.1	$ 6,000
7	1116745	05/02/2023	Q1 2023 Report past due, submitted on May 24, 2023	05/01/2023	05/24/2023	Y	c	21	0 (a)	N/A	E	N		$ 0

***Total Penalty:* $ 129,000**

Legend of Table

a. Water Code section 13385.1. [Definitions of "serious violation" and "effluent limitation"] (a) (1) For the purposes of subdivision (h) of Section 13385, a "serious violation" also means a failure to file a discharge monitoring report required pursuant to Section 13383 for **each complete period of 30 days** following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.

b. Water Code sections 13385.1(a)(2) and (b) specify conditions where violations associated with a report more than 30 days past due will not be considered "serious," and subject to Mandatory Minimum Penalties. Applicable conditions have not been met for any of the violations cited herein.

Violation Period Between March 1, 2022, and December 31, 2024

Group I Violations Assessed MMP:	0
Group II Violations Assessed MMP:	0
Other Effluent Violations Assessed MMP:	0
Late Reporting Violations Assessed MMP:	43
Violations Exempt from MMP:	0
Total Violations Assessed MMP:	43

Mandatory Minimum Penalty = (43 Serious Violations + 0 Non-Serious Violations) x $3,000 = $129,000

Exhibit C

ADMINISTRATIVE CIVIL LIABILITY ORDER
R1-2026-0053
COMPLIANCE PROJECT DESCRIPTION

Loleta Community Services District

Name of Responsible Entity: Loleta Community Services District

Contact Information:

Dennie Her, General Manager
Loleta Community Services District
358 Main Street, P.O. Box 236
Loleta, CA 95551
Tel: (707) 733-1717
Email: generalmanagerlcsd@gmail.com

Table 1: Summary Budget and Schedule for Proposed Compliance Project

Item	Estimated Cost	Anticipated Completion Date
1. Sewer Lateral Repair Project	$ 5,000	12/31/2026
2. Sewer Replacement Project #1	$ 98,000	12/31/2027
3. Sewer Replacement Project #2	$ 134,000	12/31/2028
4. Sewer Replacement Project #3	$ 234,000	12/31/2029
5. Manhole Lining Project	$ 72,000	12/31/2030
TOTAL	**$ 543,000**	

Project 01: Sewer Lateral Repair
Project description:

The District will repair a broken sewer lateral that enters the WWTF and connects to the sewer main near the influent to the treatment facility.

Estimated Cost of Project Completion:

The estimated cost of the project is estimated to be $5,000.

Water body, beneficial use and/or pollutant addressed by this project:

This project will reduce inflow and infiltration (I/I) into the sanitary sewer collection system, which will reduce peak flows at the WWTF that cause or contribute to effluent limitation exceedances and discharge permit violations.

Project 02: Sewer Replacement Project #1 Project description:

The District will dig and replace approximately 70 lineal feet of 6-inch diameter vitrified clay pipe (VCP) along Railroad Avenue. This project will also include replacement of three sewer laterals from the main pipe to the edge of the property line including new cleanouts at the property line, and installation of one new end-line cleanout.

Estimated Cost of Project Completion:

The estimated cost of the project is estimated to be $98,000.

Water body, beneficial use and/or pollutant addressed by this project:

This project will reduce inflow and infiltration (I/I) into the sanitary sewer collection system, which will reduce peak flows at the WWTF that cause or contribute to effluent limitation exceedances and discharge permit violations.

Project 03: Sewer Replacement Project #2

Project description:

The District will dig and replace approximately 154 lineal feet of 6-inch diameter sewer main pipes in what is referred to as the Main-Mongomery Street Alley-South. This project will also include replacement of two sewer laterals from the main pipe to the edge of the property line including new cleanouts at the property line, installation of one new manhole, and installation of one new end-line cleanout.

Estimated Cost of Project Completion:

The estimated cost of the project is estimated to be $134,000.

Water body, beneficial use and/or pollutant addressed by this project:

This project will reduce inflow and infiltration (I/I) into the sanitary sewer collection system, which will reduce peak flows at the WWTF that cause or contribute to effluent limitation exceedances and discharge permit violations.

Project 04: Sewer Replacement Project #3

Project description:

The District will dig and replace approximately 298 lineal feet of 6-inch diameter sewer main pipes in what is referred to as the Main-Mongomery Street Alley-North. This project will also include replacement of three sewer laterals from the main pipe to the edge of the property line including new cleanouts at the property line, installation of one new manhole, and installation of one new end-line cleanout.

Estimated Cost of Project Completion:

The estimated cost of the project is estimated to be $234,000.

Water body, beneficial use and/or pollutant addressed by this project:

This project will reduce inflow and infiltration (I/I) into the sanitary sewer collection system, which will reduce peak flows at the WWTF that cause or contribute to effluent limitation exceedances and discharge permit violations.

Project 05: Manhole Lining Project
description:

The District will install new manhole liners inside six existing manholes.

Estimated Cost of Project Completion:

The estimated cost of the project is estimated to be $72,000.

Water body, beneficial use and/or pollutant addressed by this project:

This project will reduce inflow and infiltration (I/I) into the sanitary sewer collection system, which will reduce peak flows at the WWTF that cause or contribute to effluent limitation exceedances and discharge permit violations.

Project 01 - Loleta Community Services District Sewer Lateral Repair

Estimated schedule, milestones, and deliverables:

a. Construction. Coordinate with Contractor for sewer line replacement.
Schedule: Anticipated completion **September 30, 2026**, or one month after the effective date of the Stipulated Order, whichever comes last.
Deliverable: Final Notice of Completion

b. Project Progress Report. The District will provide quarterly progress reports concurrent with design and construction of compliance projects.
Schedule: Commencing one month after the effective date of the ACL Order or Stipulated Order**,** and continuing through **December 31, 2030.**

Deliverable: Progress report describing progress made to date in the last 3 months and including invoices related to the project

c. Project Final Report. The District will submit a final report, which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of ***$543,000***. This report will be completed with a certification under penalty of perjury.

Schedule: Anticipated completion **March 1, 2031.**

Deliverable: Final Report delivered **March 1, 2031.**

Project 02 - Loleta Community Services District Sewer Replacement Project #1

Estimated schedule, milestones, and deliverables:

a. Engineering Design. Prepare engineering plans and specifications for construction of the project.
Schedule: Anticipated completion **March 31, 2027**.

Deliverable: Final signed and stamped plans and technical specifications

b. Public Bid. Prepare bid documents, solicit bids for materials and items of work, receive and open bids.
Schedule: Anticipated completion **May 31, 2027.**

Deliverable: Selected Contractor bid package

c. Construction. Coordinate with Contractor for sewer line replacement.
Schedule: Anticipated completion **October 31, 2027**.

Deliverable: Final Notice of Completion

d. Project Progress Report. The District will provide quarterly progress reports concurrent with design and construction of compliance projects.
Schedule: Commencing one month after the effective date of the ACL Order or Stipulated Order, and continuing through **December 31, 2030.**

Deliverable: Progress report describing progress made to date in the last 3 months and including invoices related to the project

e. Project Final Report. The District will submit a final report, which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of ***$543,000***. This report will be completed with a certification under penalty of perjury.

Schedule: Anticipated project completion **December 31, 2030.**

Deliverable: Final Report delivered **March 1, 2031**

Project 03 - Loleta Community Services District Sewer Replacement Project #2

Estimated schedule, milestones, and deliverables:

a. Engineering Design. Prepare engineering plans and specifications for construction of the project.
Schedule: Anticipated completion **March 31, 2028**.

Deliverable: Final signed and stamped plans and technical specifications

b. Public Bid. Prepare bid documents, solicit bids for materials and items of work, receive and open bids.
Schedule: Anticipated completion **May 31, 2028.**

Deliverable: Selected Contractor bid package

c. Construction. Coordinate with Contractor for sewer line replacement.
Schedule: Anticipated completion **October 31, 2028**.

Deliverable: Final Notice of Completion

d. Project Progress Report. The District will provide quarterly progress reports concurrent with design and construction of compliance projects.
Schedule: Commencing one month after the effective date of the ACL Order or Stipulated Order, and continuing through **December 31, 2030.**

Deliverable: Progress report describing progress made to date in the last 3 months and including invoices related to the project

e. Project Final Report. The District will submit a final report, which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of ***$543,000***. This report will be completed with a certification under penalty of perjury.

Schedule: Anticipated completion **December 31, 2030.**

Deliverable: Final Report delivered **March 1, 2031.**

Project 04 - Loleta Community Services District Sewer Replacement Project #3

Estimated schedule, milestones, and deliverables:

a. Engineering Design. Prepare engineering plans and specifications for construction of the project.
Schedule: Anticipated completion **March 31, 2029**.

Deliverable: Final signed and stamped plans and technical specifications

b. Public Bid. Prepare bid documents, solicit bids for materials and items of work, receive and open bids.
Schedule: Anticipated completion **May 31, 2029.**

Deliverable: Selected Contractor bid package

c. Construction. Coordinate with Contractor for sewer line replacement.
Schedule: Anticipated completion **October 31, 2029**.

Deliverable: Final Notice of Completion

d. Project Progress Report. The District will provide quarterly progress reports concurrent with design and construction of compliance projects.
Schedule: Commencing one month after the effective date of the ACL Order or Stipulated Order, and continuing through **December 31, 2030.**

Deliverable: Progress report describing progress made to date in the last 3 months and including invoices related to the project

e. Project Final Report. The District will submit a final report, which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of ***$543,000***. This report will be completed with a certification under penalty of perjury.

Schedule: Anticipated completion **December 31, 2030.**

Deliverable: Final Report delivered **March 1, 2031.**

Project 05 - Loleta Community Services District Manhole Lining Project

Estimated schedule, milestones, and deliverables:

a. Engineering Design. Prepare engineering plans and specifications for construction of the project.
Schedule: Anticipated completion **March 31, 2030**.

Deliverable: Final signed and stamped plans and technical specifications

b. Public Bid. Prepare bid documents, solicit bids for materials and items of work, receive and open bids.
Schedule: Anticipated completion **May 31, 2030.**

Deliverable: Selected Contractor bid package

c. Construction. Coordinate with Contractor for sewer line replacement.
Schedule: Anticipated completion **October 31, 2030**.

Deliverable: Final Notice of Completion

d. Project Progress Report. The District will provide quarterly progress reports concurrent with design and construction of compliance projects.
Schedule: Commencing one month after the effective date of the ACL Order or Stipulated Order, and continuing through **December 31, 2030.**

Deliverable: Progress report describing progress made to date in the last 3 months and including invoices related to the project

e. Project Final Report. The District will submit a final report, which will include a summary of all completed tasks, a project success analysis, and a post-project accounting of all expenditures. The accounting will clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended ACL liability amount of ***$543,000***. This report will be completed with a certification under penalty of perjury.

Schedule: Anticipated completion **December 31, 2030.**

Deliverable: Final Report delivered **March 1, 2031.**