CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION

In the matter of: **City of Crescent City** **Wastewater Treatment Facility** **WDID No. 1A84006ODN**	)))))))	**Order R1-2026-0058** **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) and is entered into by and between the North Coast Water Board's Prosecution Team (Prosecution Team) and the City of Crescent City (Discharger) and, 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 January 1, 2024, to March 23, 2026, by the imposition of administrative civil liability against the Discharger in the amount of **$258,000**.

Section II: Recitals

1. The Discharger owns and operates a Wastewater Treatment Facility located at 210 Battery Street in Crescent City, Del Norte County, California (Facility). Between April 1, 2017, until February 1, 2024, the Discharger was subject to the requirements of Waste Discharge Requirements (WDRs) Order No. R1-2017-0002 (2017 Order), which serves as a National Pollutant Discharge Elimination System (NPDES) Permit. The 2017 Order was rescinded and superseded by WDRs Order No. R1-2023-0039 (2023 Order) which went into effect on February 2, 2024.[1]

Table 1: Effective NPDES Permit Dates

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2017-0002 (2017 Order)	04/01/2017 – 02/01/2024
NPDES Permit	R1-2023-0039 (2023 Order)	02/02/2024 – Present

[1] The 2023 Order rescinded and superseded the 2017 Order, except for enforcement purposes.

2. During the effective dates listed in Table 1, Section IV.A. of the 2017 Order and Section 4.1 of the 2023 Order contain, in part, the following effluent limitations for Chlorine, Total Residual; Ammonia Nitrogen, Total (as N); Settleable Solids; Total Coliform; and Enterococci with which the Discharger is required to maintain compliance at Discharge Point 001:

Table 2: Final Effluent Limitations for the 2017 Order and 2023 Order

Parameter	Units	Instantaneous Maximum	6-Month Median	Maximum Daily
Chlorine, Total Residual	µg/L	1800	60	240
Ammonia Nitrogen, Total (as N)	mg/L	180	18	72
Settleable Solids	ml/L	3.0	--	--

Parameter	Units	30-Day/ Monthly Median	Instantaneous	10% for 30 days	6-Week Rolling
Total Coliform	MPN/100 mL	70	--	230	--
Enterococci	MPN/100 mL	--	110	--	30

3. On August 26, 2025, the Assistant Executive Officer of the North Coast Water Board issued Administrative Civil Liability Complaint (Complaint) No. R1-2025-0034 to the Discharger. The Complaint originally proposed the imposition of $228,000 in mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i), for seventy-six (76) effluent limitation violations between January 1, 2024, and August 1, 2025, as identified in the initial Exhibit A. That version of the Complaint alleged fifty-three (53) Enterococci violations, twenty-one (21) Total Coliform violations, three (3) Ammonia, Total (as N) violations, one (1) Settleable Solids violation, and one (1) Chlorine, Total Residual violation.

4. Subsequent to the issuance of the Complaint, the Discharger accrued additional effluent limitation violations, thereby expanding the scope of the non-compliance period through March 23, 2026. Accordingly, Exhibit A has been updated to reflect a cumulative total of eighty-nine (89) effluent limitation violations. The current, updated violations include fifty-four (54) Enterococci violations, twenty-eight (28) Total Coliform violations, three (3) Ammonia, Total (as N) violations, three (3)

Settleable Solids violations, and one (1) Chlorine, Total Residual violation. Of these cumulative violations, eighty-six (86) are subject to MMPs, resulting in a revised total proposed administrative civil liability assessment of $258,000. Updated Exhibit A is attached hereto and is incorporated herein by this reference.

5. Pursuant to Water Code section 13385, subdivision (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.

6. Pursuant to Water Code section, 13385 subdivision (i), the North Coast Water Board shall assess a $3,000 MMP for each violation whenever a discharger violates a WDR effluent limitation 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).

7. This Stipulated Order resolves eighty-nine (89) effluent limitation violations, eighty-six (86) of which are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in Exhibit A. The total proposed administrative civil liability amount is **$258,000**.

8. 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 Publicly Owned Treatment Works (POTW) serving a small community to spend an equivalent amount on completion of a compliance project (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 CP.

9. Water Code section 13385, subdivision (k)(2), defines POTW 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..."

10. A 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.)

11. 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.)

12. 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 (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.)

13. The Discharger is a POTW serving a small community because the Discharger's Facility serves a population that lies completely within Del Norte County; a rural county with a rural-urban continuum code of seven according to USDA ERS 2023 Rural-Urban Continuum Codes. The Discharger's Facility also serves a community with a financial hardship because, based on U.S. Census Bureau 2019-2023 American Community Survey 5-Year Estimates, the Facility's service area MHI of $53,600 is less than 80 percent of California's MHI. 80 percent of California's MHI is $76,416.80.

14. North Coast Water Board staff have 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 complete a CP in lieu of paying all or a portion of the MMPs.

15. 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 **$258,000** against the Discharger.

16. 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.

17. 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 incorporated herein, and the Parties stipulate to the following:

18. **Jurisdiction:** The Parties agree that the 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.

19. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability of $258,000 to resolve the violations alleged herein. In accordance with the Enforcement Policy and Water Code section 13385, subdivision (k), the Parties agree that the entire liability associated with the violations contained in Exhibit A will be suspended pending completion of a CP as detailed in paragraph 20 below and in the attached CP Proposal (Exhibit B), which is incorporated herein by reference.

20. **CP Description:** The Discharger proposes to fund and construct a series of infrastructure improvements to achieve compliance with NPDES permit effluent limitations and prevent future exceedances during periods of high flows. The Discharger believes that the source of the effluent limitation exceedances is elevated wet-weather flows at the Facility caused by inflow and infiltration (I/I) into the sanitary sewer collection system. The CP consists of localized collection system infrastructure repairs: installing 13 cured-in-place pipe (CIPP) patches and 600 linear feet of CIPP block repairs to rehabilitate approximately 4,500 linear feet of sewer collection lines across the A-Street S-Curve and Harding subdivisions. These collection system improvements are intended to mitigate I/I, thereby reducing wet weather peak flows and enabling the treatment facility to maintain full tertiary treatment operations. The CP will be completed no later than December 31, 2027, at a total estimated cost of $300,300. The complete CP description, project milestones, budget, and reporting schedule are contained in Exhibit B, which is incorporated herein by reference.

21. **CP Milestone Requirements:** The Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth in Table 3 below. The Discharger agrees that credit towards the suspended liability amount upon 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 3: CP Milestone Requirements

Task	Description	Proposed Completion Date
1	Complete Preparation of Bid Documents	October 31, 2026

2	Complete Bid Publication	November 30, 2026
3	Quarterly Progress Report 1	January 31, 2027
4	Complete Contract Award	January 31, 2027
5	Quarterly Progress Report 2	April 30, 2027
6	Quarterly Progress Report 3	July 31, 2027
7	Complete Construction	September 30, 2027
8	Quarterly Progress Report 4	October 31, 2027
9	CP Completion Date	December 31, 2027
10	Submission of Final Report / Certification of CP Completion	March 1, 2028

22. **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 suspended liability to implement the CP, in its entirety and in accordance with the schedule in Table 3.

    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.

23. **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 31 below, by the due date in Table 3. 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 must provide 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 the 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.

24. **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.

25. **Progress Reports and Inspection Authority**: The Discharger agrees to submit to the North Coast Water Board progress reports in implementing the CP as described in Exhibit B. 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.

26. **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.

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

28. **Failure to Expend All Suspended Funds or Complete the Approved CP:** If (1) the CP is not fully implemented by December 31, 2027 (CP Completion Date) and no extension is granted by the Executive Officer (or her/his designee) within the 5-year statutory period, or (2) the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire suspended liability amount was spent on the completed CP by the CP Completion Date, or (3) 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 suspended liability 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 the entire Suspended Liability, 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, within 30 days of the North Coast Water Board's or its delegate's determination that the Discharger failed to demonstrate that the entire Suspended Liability was spent to complete the CP. The check must be made payable to the State Water Pollution Cleanup and Abatement Account, reference Order R1-2026-0058, and mailed to:

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

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

29. **North Coast Water Board is not Liable:** The North Coast Water Board's members, staff, attorneys, or representatives shall not 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, staff, attorneys, or representatives 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.

30. **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.

31. **Party Contacts for Communications related to Stipulated 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	Eric Wier City Manager City of Crescent City 377 J Street Crescent City, CA 95531 ewier@crescentcity.org (707) 951-3016

32. **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.

33. **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.

34. **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.

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

36. **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.

37. **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.

38. **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.

39. **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 this 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 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.

40. **Waiver of Hearing:** The 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 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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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, subdivision (e), and the State Water Board's Water Quality Enforcement Policy, which is available at: https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf. By entering into this Stipulated Order, 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.

46. **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.

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

48. **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.

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

50. **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.

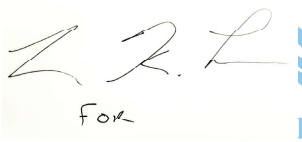
51. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute one document. Further, 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.

52. **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**



_____ _____

Date

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

City of Crescent City

10/6/26
Date

Eric Wier,
City Manager

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.

Digitally signed by Valerie Quinto
Date: 2026.11.09 13:42:04 -08'00'

11/9/2026
Date

Valerie Quinto
Executive Officer

Water Boards

Exhibits:

A. Exhibit A – List of Effluent Limitation Violations Requiring Mandatory Minimum Penalties
B. Exhibit B – CP Description

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Crescent City

Crescent City WWTF

WDID No. 1A84006ODN NPDES No. CA0022756

EXHIBIT "A"

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/ Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1126819	01/01/2024	Chlorine, Total Residual	Group 2	Instantaneous	1800	1808	mg/L	Y	a	0%	07/05/2023	C	1	N	13385(i)	$ 0
2	1126816	02/05/2024	Enterococci	Other	Instantaneous	110	549	CFU/100	Y	a	N/A	08/09/2023	C	2	N	13385(i)	$ 0
3	1126817	02/29/2024	Total Coliform	Other	Monthly Median	70	110	MPN/100	Y	a	N/A	09/02/2023	C	3	N	13385(i)	$ 0
4	1126820	03/04/2024	Enterococci	Other	Instantaneous	110	1200	CFU/100	N		N/A	09/06/2023	C	4	Y	13385(i)	$ 3,000
5	1126813	03/11/2024	Enterococci	Other	6-Week Rolling	30	115	CFU/100	N		N/A	09/13/2023	C	5	Y	13385(i)	$ 3,000
6	1126814	03/18/2024	Enterococci	Other	6-Week Rolling	30	72	CFU/100	N		N/A	09/20/2023	C	6	Y	13385(i)	$ 3,000
7	1126815	03/25/2024	Enterococci	Other	6-Week Rolling	30	81	CFU/100	N		N/A	09/27/2023	C	7	Y	13385(i)	$ 3,000
8	1126822	03/27/2024	Enterococci	Other	Instantaneous	110	292	CFU/100	N		N/A	09/29/2023	C	8	Y	13385(i)	$ 3,000
9	1126823	03/27/2024	Enterococci	Other	6-Week Rolling	30	98	CFU/100	N		N/A	09/29/2023	C	9	Y	13385(i)	$ 3,000
10	1130318	04/01/2024	Enterococci	Other	6-Week Rolling	30	79	MPN/100	N		N/A	10/04/2023	C	10	Y	13385(i)	$ 3,000
11	1130316	04/04/2024	Enterococci	Other	6-Week Rolling	30	71	MPN/100	N		N/A	10/07/2023	C	11	Y	13385(i)	$ 3,000
12	1130317	04/08/2024	Enterococci	Other	6-Week Rolling	30	60	MPN/100	N		N/A	10/11/2023	C	12	Y	13385(i)	$ 3,000
13	1130319	04/15/2024	Enterococci	Other	6-Week Rolling	30	33	MPN/100	N		N/A	10/18/2023	C	13	Y	13385(i)	$ 3,000
14	1130320	05/31/2024	Total Coliform	Other	30-Day Median	70	81	MPN/100	N		N/A	12/03/2023	C	14	Y	13385(i)	$ 3,000
15	1135161	07/31/2024	Total Coliform	Other	10% for 30 days	10	20	%	N		N/A	02/02/2024	C	14	Y	13385(i)	$ 3,000
16	1135163	07/31/2024	Total Coliform	Other	Monthly Median	70	94	MPN/100	N		N/A	02/02/2024	C	15	Y	13385(i)	$ 3,000
17	1135160	09/30/2024	Total Coliform	Other	10% for 30 days	10	20	%	N		N/A	04/03/2024	C	7	Y	13385(i)	$ 3,000
18	1135162	09/30/2024	Ammonia, Total (as N)	Group 1	6-Month Median	18	19.1	mg/L	N		6%	04/03/2024	C	8	Y	13385(i)	$ 3,000
19	1139688	10/31/2024	Ammonia, Total (as N)	Group 1	6-Month Median	18	18.9	mg/L	N		5%	05/04/2024	C	6	Y	13385(i)	$ 3,000
20	1139689	10/31/2024	Total Coliform	Other	Monthly Median	70	120	MPN/100	N		N/A	05/04/2024	C	7	Y	13385(i)	$ 3,000
21	1139678	11/30/2024	Total Coliform	Other	10% for 30 days	10	50	%	N		N/A	06/03/2024	C	7	Y	13385(i)	$ 3,000
22	1139690	11/30/2024	Total Coliform	Other	Monthly Median	70	295	MPN/100	N		N/A	06/03/2024	C	8	Y	13385(i)	$ 3,000
23	1139691	11/30/2024	Ammonia, Total (as N)	Group 1	6-Month Median	18	18.8	mg/L	N		4%	06/03/2024	C	9	Y	13385(i)	$ 3,000
24	1139680	12/30/2024	Enterococci	Other	Instantaneous	110	201	MPN/100	N		N/A	07/03/2024	C	10	Y	13385(i)	$ 3,000
25	1139679	12/31/2024	Total Coliform	Other	10% for 30 days	10	40	%	N		N/A	07/04/2024	C	11	Y	13385(i)	$ 3,000
26	1139692	12/31/2024	Total Coliform	Other	Monthly Median	70	220	MPN/100	N		N/A	07/04/2024	C	12	Y	13385(i)	$ 3,000
27	1142874	01/01/2025	Enterococci	Other	Instantaneous	110	120	MPN/100	N		N/A	07/05/2024	C	13	Y	13385(i)	$ 3,000
28	1142888	01/03/2025	Enterococci	Other	Instantaneous	110	1410	MPN/100	N		N/A	07/07/2024	C	14	Y	13385(i)	$ 3,000
29	1142892	01/03/2025	Enterococci	Other	6-Week Rolling	30	47	MPN/100	N		N/A	07/07/2024	C	15	Y	13385(i)	$ 3,000
30	1142883	01/06/2025	Enterococci	Other	6-Week Rolling	30	57	MPN/100	N		N/A	07/10/2024	C	16	Y	13385(i)	$ 3,000
31	1142889	01/06/2025	Enterococci	Other	Instantaneous	110	298	MPN/100	N		N/A	07/10/2024	C	17	Y	13385(i)	$ 3,000
32	1142884	01/08/2025	Enterococci	Other	6-Week Rolling	30	54	MPN/100	N		N/A	07/12/2024	C	18	Y	13385(i)	$ 3,000
33	1142881	01/13/2025	Enterococci	Other	6-Week Rolling	30	66	MPN/100	N		N/A	07/17/2024	C	19	Y	13385(i)	$ 3,000
34	1142882	01/15/2025	Enterococci	Other	6-Week Rolling	30	57	MPN/100	N		N/A	07/19/2024	C	20	Y	13385(i)	$ 3,000
35	1142885	01/20/2025	Enterococci	Other	6-Week Rolling	30	63	MPN/100	N		N/A	07/24/2024	C	21	Y	13385(i)	$ 3,000
36	1142913	01/27/2025	Enterococci	Other	6-Week Rolling	30	69.4	MPN/100	N		N/A	07/31/2024	C	22	Y	13385(i)	$ 3,000
37	1142904	01/31/2025	Total Coliform	Other	10% for 30 days	10	25	%	N		N/A	08/04/2024	C	21	Y	13385(i)	$ 3,000
38	1142916	01/31/2025	Total Coliform	Other	Monthly Median	70	150	MPN/100	N		N/A	08/04/2024	C	22	Y	13385(i)	$ 3,000
39	1142886	02/03/2025	Enterococci	Other	6-Week Rolling	30	77.4	MPN/100	N		N/A	08/07/2024	C	23	Y	13385(i)	$ 3,000
40	1142915	02/03/2025	Enterococci	Other	Instantaneous	110	208	MPN/100	N		N/A	08/07/2024	C	24	Y	13385(i)	$ 3,000
41	1142914	02/10/2025	Enterococci	Other	6-Week Rolling	30	36	MPN/100	N		N/A	08/14/2024	C	25	Y	13385(i)	$ 3,000
42	1142875	02/24/2025	Enterococci	Other	Instantaneous	110	365	MPN/100	N		N/A	08/28/2024	C	26	Y	13385(i)	$ 3,000
43	1142887	02/24/2025	Enterococci	Other	6-Week Rolling	30	50.8	MPN/100	N		N/A	08/28/2024	C	27	Y	13385(i)	$ 3,000
44	1142891	02/28/2025	Total Coliform	Other	10% for 30 days	10	50	%	N		N/A	09/01/2024	C	28	Y	13385(i)	$ 3,000
45	1142900	02/28/2025	Total Coliform	Other	Monthly Median	70	190	MPN/100	N		N/A	09/01/2024	C	29	Y	13385(i)	$ 3,000
46	1142893	03/03/2025	Enterococci	Other	Instantaneous	110	178	MPN/100	N		N/A	09/04/2024	C	30	Y	13385(i)	$ 3,000
47	1142896	03/03/2025	Enterococci	Other	6-Week Rolling	30	69	MPN/100	N		N/A	09/04/2024	C	31	Y	13385(i)	$ 3,000
48	1142897	03/05/2025	Enterococci	Other	6-Week Rolling	30	62	MPN/100	N		N/A	09/06/2024	C	32	Y	13385(i)	$ 3,000
49	1142907	03/10/2025	Enterococci	Other	6-Week Rolling	30	75	MPN/100	N		N/A	09/11/2024	C	33	Y	13385(i)	$ 3,000
50	1142894	03/12/2025	Enterococci	Other	Instantaneous	110	199	MPN/100	N		N/A	09/13/2024	C	34	Y	13385(i)	$ 3,000
51	1142908	03/12/2025	Enterococci	Other	6-Week Rolling	30	86	MPN/100	N		N/A	09/13/2024	C	35	Y	13385(i)	$ 3,000
52	1142901	03/17/2025	Enterococci	Other	6-Week Rolling	30	108	MPN/100	N		N/A	09/18/2024	C	36	Y	13385(i)	$ 3,000
53	1142909	03/17/2025	Enterococci	Other	Instantaneous	110	1300	MPN/100	N		N/A	09/18/2024	C	37	Y	13385(i)	$ 3,000
54	1142890	03/19/2025	Enterococci	Other	6-Week Rolling	30	106	MPN/100	N		N/A	09/20/2024	C	38	Y	13385(i)	$ 3,000
55	1142876	03/24/2025	Enterococci	Other	6-Week Rolling	30	160	MPN/100	N		N/A	09/25/2024	C	39	Y	13385(i)	$ 3,000
56	1142910	03/24/2025	Enterococci	Other	Instantaneous	110	548	MPN/100	N		N/A	09/25/2024	C	40	Y	13385(i)	$ 3,000
57	1142906	03/26/2025	Enterococci	Other	Instantaneous	110	164	MPN/100	N		N/A	09/27/2024	C	41	Y	13385(i)	$ 3,000
58	1142911	03/26/2025	Enterococci	Other	6-Week Rolling	30	160	MPN/100	N		N/A	09/27/2024	C	42	Y	13385(i)	$ 3,000
59	1142895	03/31/2025	Enterococci	Other	Instantaneous	110	1050	MPN/100	N		N/A	10/02/2024	C	41	Y	13385(i)	$ 3,000
60	1142902	03/31/2025	Total Coliform	Other	Monthly Median	70	110	MPN/100	N		N/A	10/02/2024	C	42	Y	13385(i)	$ 3,000
61	1142905	03/31/2025	Total Coliform	Other	10% for 30 days	10	40	%	N		N/A	10/02/2024	C	43	Y	13385(i)	$ 3,000
62	1142912	03/31/2025	Enterococci	Other	6-Week Rolling	30	207	MPN/100	N		N/A	10/02/2024	C	44	Y	13385(i)	$ 3,000
63	1145356	04/02/2025	Enterococci	Other	Instantaneous	110	921	MPN/100	N		N/A	10/04/2024	C	45	Y	13385(i)	$ 3,000
64	1145357	04/02/2025	Enterococci	Other	6-Week Rolling	30	237	MPN/100	N		N/A	10/04/2024	C	46	Y	13385(i)	$ 3,000
65	1145353	04/07/2025	Enterococci	Other	Instantaneous	110	461	MPN/100	N		N/A	10/09/2024	C	47	Y	13385(i)	$ 3,000
66	1145358	04/07/2025	Enterococci	Other	6-Week Rolling	30	242	MPN/100	N		N/A	10/09/2024	C	48	Y	13385(i)	$ 3,000
67	1145359	04/09/2025	Enterococci	Other	6-Week Rolling	30	222	MPN/100	N		N/A	10/11/2024	C	49	Y	13385(i)	$ 3,000
68	1145360	04/14/2025	Enterococci	Other	6-Week Rolling	30	236	MPN/100	N		N/A	10/16/2024	C	50	Y	13385(i)	$ 3,000
69	1145349	04/16/2025	Enterococci	Other	6-Week Rolling	30	200	MPN/100	N		N/A	10/18/2024	C	51	Y	13385(i)	$ 3,000
70	1145350	04/21/2025	Enterococci	Other	6-Week Rolling	30	189	MPN/100	N		N/A	10/23/2024	C	52	Y	13385(i)	$ 3,000
71	1145352	04/28/2025	Enterococci	Other	6-Week Rolling	30	123	MPN/100	N		N/A	10/30/2024	C	53	Y	13385(i)	$ 3,000
72	1145361	04/30/2025	Total Coliform	Other	Monthly Median	70	225	MPN/100	N		N/A	11/01/2024	C	52	Y	13385(i)	$ 3,000
73	1145362	04/30/2025	Total Coliform	Other	10% for 30 days	10	50	%	N		N/A	11/01/2024	C	53	Y	13385(i)	$ 3,000

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/ Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
74	1145364	05/04/2025	Enterococci	Other	6-Week Rolling	30	80	MPN/100	N		N/A	11/05/2024	C	54	Y	13385(i)	$ 3,000
75	1145354	05/11/2025	Settleable Solids	Group 1	Daily Maximum	3	4	ml/L	N		33%	11/12/2024	C	55	Y	13385(i)	$ 3,000
76	1145365	05/12/2025	Enterococci	Other	6-Week Rolling	30	37	MPN/100	N		N/A	11/13/2024	C	56	Y	13385(i)	$ 3,000
77	1145545	05/31/2025	Total Coliform	Other	10% for 30 days	10	25	%	N		N/A	12/02/2024	C	54	Y	13385(i)	$ 3,000
78	1145351	06/30/2025	Total Coliform	Other	10% for 30 days	10	80	MPN/100	N		N/A	01/01/2025	C	52	Y	13385(i)	$ 3,000
79	1145355	06/30/2025	Total Coliform	Other	Monthly Median	70	350	MPN/100	N		N/A	01/01/2025	C	53	Y	13385(i)	$ 3,000
80	1148916	07/31/2025	Total Coliform	Other	Monthly Median	70	230	MPN/100	N		N/A	02/01/2025	C	42	Y	13385(i)	$ 3,000
81	1148917	07/31/2025	Total Coliform	Other	10% for 30 days	10	50	%	N		N/A	02/01/2025	C	43	Y	13385(i)	$ 3,000
82	1148913	08/31/2025	Total Coliform	Other	Monthly Median	70	104	MPN/100	N		N/A	03/04/2025	C	35	Y	13385(i)	$ 3,000
83	1148915	09/30/2025	Total Coliform	Other	10% for 30 days	10	20	%	N		N/A	04/03/2025	C	19	Y	13385(i)	$ 3,000
84	1148918	09/30/2025	Total Coliform	Other	Monthly Median	70	79	MPN/100	N		N/A	04/03/2025	C	20	Y	13385(i)	$ 3,000
85	1150803	10/31/2025	Total Coliform	Other	10% for 30 days	10	50	%	N		N/A	05/04/2025	C	12	Y	13385(i)	$ 3,000
86	1150805	10/31/2025	Total Coliform	Other	Monthly Median	70	160	MPN/100	N		N/A	05/04/2025	C	13	Y	13385(i)	$ 3,000
87	1153612	01/10/2026	Enterococci	Other	Weekly Average	610	821	MPN/100	N		N/A	07/14/2025	C	8	Y	13385(i)	$ 3,000
88	1153613	03/21/2026	Settleable Solids	Group 1	Instantaneous	3	4	ml/L	N		33%	09/22/2025	C	6	Y	13385(i)	$ 3,000
89	1153616	03/23/2026	Settleable Solids	Group 1	Instantaneous	3	4.5	ml/L	N		50%	09/24/2025	S	7	Y	13385(h)	$ 3,000

***Total Penalty*: $ 258,000**

Legend of Table

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

- 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 January 1, 2024, and March 23, 2026

Group I Violations Assessed MMP:	6
Group II Violations Assessed MMP:	0
Other Effluent Violations Assessed MMP:	80
Violations Exempt from MMP:	0
Total Violations Assessed MMP:	86

Mandatory Minimum Penalty = (1 Serious Violation + 85 Non-Serious Violations) x $3,000 = $258,000

City of Crescent City
Where the Redwoods Meet the Sea
377 J Street, Crescent City, CA 95531 • 707.464.7483 • Fax 707.465.4405 • www.crescentcity.org

June 25, 2026

California Regional Water Quality Control Board - North Coast Region
Attn: Matt Herman
5550 Skylane Blvd Suite A
Santa Rosa, CA 95403-1012
email: matthew.herman@waterboards.ca.gov

Subject: Proposed Compliance Project to Address Mandatory Minimum Penalties Incurred from January 1, 2024 through March 23, 2026 (City of Crescent City Wastewater Treatment Facility, WDID 1A84006ODN; NPDES Permit No. CA0022576)

Dear Mr. Herman,

The City of Crescent City (City) is planning to repair various sewer lines within the community to address $258,000 in Mandatory Minimum Penalties (MMPs) assessed by the North Coast Regional Water Quality Control Board for violations of Order No. R1-2025-0034. These violations were associated with effluent limit exceedances that occurred between January 1, 2024, and August 1, 2025, under Waste Discharge Requirements (WDR) Order No. R1-2023-0039.

The City's Wastewater Treatment Plant (WWTP) serves a small disadvantaged community as defined in the State Water Resources Control Board's Water Quality Enforcement Policy (2017). As a result, the City is eligible and requesting to apply the entire penalty amount toward a Compliance Project designed to correct the underlying causes of the violations.

Background:

Chronic violations including exceedances of chlorine, total residual chlorine, settleable solids, ammonia (as N), enterococci, and total coliform occurred during high-rainfall periods when influent flows exceeded the WWTP's ability to process 100 percent of the flow through the Membrane BioReactor (MBR) tertiary treatment system, which is limited to 1.1 million gallons per day (MGD). On days when flows surpassed this capacity, excess flow was necessarily diverted to the Rotating Biological Contactor (RBC) system, which does not provide tertiary treatment and therefore cannot meet the new effluent limits.

On June 6, 2025, the North Coast Regional Water Quality Control Board issued Time Schedule Order No. R1-2025-0015, granting temporary exceptions to the enterococci and total coliform limits during periods when facility flows exceed 1.1 MGD. Under this order, the WWTP is allowed to meet the effluent limits of the previous WDR (R1-2017-0002) until April 1, 2030, unless a permanent solution is implemented sooner.

The City is concurrently pursuing a State Water Resources Control Board forgivable loan to fund a comprehensive WWTP upgrade that would increase the tertiary treatment ability and ensure compliance with WDR Order No. R1-2023-0039. Assuming full funding and no delays, construction is anticipated to be completed by October 2035.

Because the timeline and cost of the required permanent corrective actions exceed what can be accomplished under an MMP project, the City proposes a more limited, targeted project to repair selected sewer collection mains. The goal is to reduce inflow and infiltration (I&I) during storm events, thereby enabling the WWTP to maintain 100 percent tertiary treatment more frequently and reducing the risk of future effluent violations.

Project Description:

In 2023, the City conducted a comprehensive condition assessment of the collection system, evaluating all sewer lines and manholes within the city using PACP grading. The assessment identified locations with broken, damaged, or deteriorated sewer lines that contribute to excessive I&I. The City proposes to rehabilitate sewer lines rated PACP Grade 4 or 5 by installing cured-in-place pipe (CIPP) liners at sites where fractures or breaks are present. In areas where pipes are collapsed, offset, obstructed, or shattered, more extensive open-trench replacement will be required.

CIPP installation involves inserting a resin-saturated liner into the existing pipe from the nearest manhole using a trenchless method. The liner is inflated to match the pipe shape and then cured in place, creating a new, seamless, structurally sound pipe within the old one. Prior to installation, the existing pipe will be cleaned of roots, debris, sediment, or fats/oils/grease (FOG) and dried. Where lateral connections exist, the liner will cover the connection, after which a new opening will be cut and a short lateral liner installed to create a watertight joint. This process provides both structural rehabilitation and a sealed barrier against intrusion.

The proposed repairs will rehabilitate approximately 4,500 linear feet of sewer collection lines that convey flow to the City's WWTP.

Scope of Work

Base Bid

A-Street S-Curve:

1) CIPP repair an infiltration runner at 88.5 feet from MH200 towards MH601
2) CIPP repair an infiltration runner at 246 feet from MH601 to MH600

Harding (aka Roosevelt subdivision)

1) CIPP block repair from MH2006 to MH2005 (300 LF)
2) CIPP block repair from MH2008 to MH2004 (300 LF)
3) CIPP repair circumferential crack at 138 feet from MH2007 to MH2006
4) CIPP repair hole at 229 feet from MH2007 to MH2006
5) CIPP repair defective tap break in at 190 feet from MH2020 to MH2005
6) CIPP repair defective tap break in at 220 feet from MH2020 to MH2005
7) CIPP repair hole at 63 feet from MH2005 to MH2004
8) CIPP repair longitudinal crack at 224 feet from MH2004 to MH2002
9) CIPP repair broken pipe at 295 feet from MH2004 to MH2002
10) CIPP repair multiple fracture at 108 feet from MH2010 to MH2009
11) CIPP repair multiple fracture at 12 feet from MH2009 to MH2008
12) CIPP repair circumferential fracture at 25 feet from MH2009 to MH2008
13) CIPP repair multiple fracture at 78 feet from MH2009 to MH2008

Project Benefits:

In 2024, the WWTP recorded a minimum dry-weather influent flow of 0.77 MGD. Between January 1 and March 30, 2025, the average daily wet-weather flow increased to 2.316 MGD, with daily flows ranging from 1.257 to 5.337 MGD. Assuming the increase in influent during wet-weather conditions is attributable to inflow and infiltration (I&I), repairing approximately 1.7 percent of the system's total linear footage is conservatively expected to reduce infiltration by an estimated 26,000 gallons per day.

Project Estimate:

The table below presents the preliminary cost estimate for the proposed project. Final costs will depend on contractor bids to be received at a later date. The project is scalable: additional repair locations may be added to meet the Water Board's requirements for MMP offset funding, or the scope may be reduced to remain within available resources.

Base Bid

Item No.	Item Description	Unit	Bid Quantity	Unit Price	Total Price
1	Mobilization	LS	1		$25,000
2	Water Pollution Prevention	LS	1		$10,000
3	Traffic Control	LS	1		$10,000
4	CIPP Patch	EA	13	$6,000.00	$78,000
5	CIPP Block	LF	600	$150.00	$90,000
6	Sewer Bypass	EA	15	$4,000.00	$60,000
	Contingency 10%				$27,300
Total					$300,300

Schedule for Project Installation:

Design, bidding, and construction for this project are expected to be completed within 18 months following authorization from the State for the City to proceed. Due to the high levels of inflow and infiltration (I&I) experienced during the wet season, rehabilitation of the sewer collection system mains must be performed during the dry-weather window from June through October. Given this constraint, the proposed project schedule is as follows:

30.206Task	Duration	Anticipated Schedule End Date	Comment
Prepare Bid Documents	120 days	October 2026	
Bid Publication	30 days	November 2026	
Contract award	60 days	January 2027	
Construction	90 days	September 2027	Construction completed during dry season
ACL Project Closeout	90 days	December 2027	

Please contact me at (707) 951-3016 or ewier@crescentcity.org if you have any questions or need additional information.

Sincerely,

Eric Wier
City Manager
377 J Street
Crescent City, CA 95531
cell: (707) 951-3016
ewier@crescentcity.org

cc: David Yeager, Crescent City Public Works Director
Linda Leaver, Crescent City Finance Director
Martha Rice, Crescent City Attorney
Austin Nova, Jacobs Plant Manager for Crescent City WWTP
Barbara Andrade, Jacobs Project Manager