



Central Valley Regional Water Quality Control Board

1 June 2018

Trisha Tillotson
Director of Public Works
Nevada County Sanitation District No.1
950 Maidu Avenue
Nevada City, CA 95959

CERTIFIED MAIL
91 7199 9991 7039 6993 3579

SETTLEMENT COMMUNICATION

SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER R5-2018-0506, NEVADA COUNTY SANITATION DISTRICT NO.1, CASCADE SHORES WASTEWATER TREATMENT PLANT, NEVADA COUNTY

Enclosed is a Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) R5-2018-0506, regarding violations of Waste Discharge Requirements Orders R5-2008-0111 and R5-2015-0031 (NPDES No. CA0079049) by the Nevada County Sanitation District No.1 (Discharger) at its Cascade Shores wastewater treatment plant. This Stipulated Order - entered into by and between the Assistant Executive Officer of the Central Valley Water Board, on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and the Discharger (collectively known as the Parties) - is presented for adoption to the Central Valley Water Board, or its delegee, as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60. The Stipulated Order charges the Discharger with an administrative civil liability in the amount of **thirty thousand dollars (\$30,000)**, which represents the sum of mandatory minimum penalties (MMPs) for effluent limitation violations (identified in Attachment A of the Order) that occurred between 1 October 2013 and 30 November 2017.

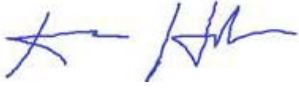
The Order suspends the entire \$30,000 penalty upon completion of a compliance project, which consists of constructing a community leach field system that will eliminate discharge into Gas Canyon Creek. Please refer to Attachment B of the Stipulated Order for a listing of the reports, which must be submitted and their corresponding due dates.

Paper copies of the Order have been sent to the Discharger. The full text of the Order is available on the Central Valley Water Board's website at:

https://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/

Anyone may request a paper copy of the Order by calling Central Valley Water Board staff listed below.

If you have any questions or comments regarding the Order, please contact me for technical questions at (916) 464-4623 or by email at kari.holmes@waterboards.ca.gov.



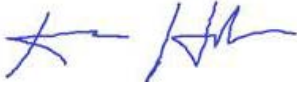
KARI HOLMES, P.E.
Senior Water Resources Control Engineer
NPDES/Storm Water Compliance and Enforcement Section

Enclosure: Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order
R5-2018-0506

cc w/o encl:

Kailyn Ellison, Office of Enforcement, SWRCB, Sacramento

If you have any questions or comments regarding the Order, please contact me for technical questions at (916) 464-4623 or by email at kari.holmes@waterboards.ca.gov.



KARI HOLMES, P.E.
Senior Water Resources Control Engineer
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Enclosure: Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order
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Kailyn Ellison, Office of Enforcement, SWRCB, Sacramento

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION**

In the Matter of:

**Nevada County Sanitation District No. 1
Cascade Shores Wastewater Treatment
Plant
Nevada County**

ORDER R5-2018-0506

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

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and the Nevada County Sanitation District No. 1 (Discharger)(collectively known as the Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger owns and operates the Cascade Shores Wastewater Treatment Plant (Facility), a wastewater collection, treatment, and disposal system that provides sewerage service to the Cascade Shores community. Treated municipal wastewater is discharged to Gas Canyon Creek, a water of the United States.
3. On 31 July 2008, the Central Valley Water Board issued WDRs Order R5-2008-0111, effective 31 July 2008, which contained new requirements and rescinded WDRs Order 5-01-177, except for enforcement purposes. On 31 July 2008, the Board also issued Cease and Desist Order (CDO) R5-2008-0112, which rescinded CDO R5-2006-0035 and provided interim effluent limitations for total coliform, nitrates, and ammonia until 18 May 2010 or until the Discharger could achieve compliance, whichever was earlier.
4. On 2 February 2012, the Board adopted WDRs Order R5-2012-0004 amending WDRs Order R5-2008-0111 to WDRs Order R5-2008-0111-01, which reduced the effluent monitoring frequency and receiving water monitoring for various constituents. On 12 April 2013, the Board rescinded CDO R5-2008-0112.
5. On 17 April 2015, the Board adopted Order R5-2015-0031, which contained, in part, final zinc effluent limitations. WDRs Order R5-2015-0031 include the final copper average monthly effluent limitations and maximum daily effluent limitations contained in WDRs Order R5-2008-0111.
6. On 17 April 2015, the Board adopted Time Schedule Order (TSO) R5-2015-0032, which allows the Discharger to implement additional actions to comply with the copper and zinc

effluent limitations in WDRs Order R5-2015-0031 by 31 December 2018. The violations resolved by this Order do not contain copper nor zinc effluent limitation violations.

7. On 1 August 2017, Central Valley Water Board staff issued the Discharger a Notice of Violation and draft Record of Violations (ROV) for pH, total coliform, and nitrate effluent violations that occurred between 1 October 2013 and 31 May 2017. The Discharger responded on 28 August 2017 and contested the 7 April 2017 pH violation and the 31 December 2016 nitrate violation. Following review of additional information provided by the Discharger, Board staff agreed that the pH violation was issued in error and dismissed the pH effluent violation. However, the nitrate violation is still valid but has been corrected to a violation of the monthly average effluent limitation as opposed to a weekly average effluent limitation as listed in the ROV. This Order extends the period of record through 30 November 2017 and includes three additional nitrate effluent violations and three additional total coliform effluent violations which are subject to MMPs.
8. This Order addresses administrative civil liability for effluent violations that occurred between 1 October 2013 and 30 November 2017. These violations are specifically identified in Attachment A to this Order as subject to mandatory minimum penalties. Attachment A to this Order is attached hereto and incorporated herein by this reference.
9. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- A) Violates a waste discharge requirement effluent limitation.
- B) Fails to file a report pursuant to Section 13260.
- C) Files an incomplete report pursuant to Section 13260.

- D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

10. WDRs Order R5-2015-0031, section IV.A.1.a. states in part:

- a. The Discharger shall maintain compliance with the effluent limitations specified in Table 4:

Table 4. Effluent Limitations

Parameter	Units	Effluent Limitations				
		Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum
<i>Non-Conventional Pollutants</i>						
Nitrate Nitrogen, Total (as N)	mg/L	10	17	--	--	--

11. WDRs Order R5-2008-0111, section IV.A.1.e. and Order R5-2015-0031, section IV.A.1.d. contain the following effluent limitation for Total Coliform:

- Effluent total coliform organisms at Monitoring Location UVS-001 shall not exceed:
- i. 2.2 most probable number (MPN) per 100 mL, as a 7-day median;
 - ii. 23 MPN/100 mL, more than once in any 30-day period; and
 - iii. 240 MPN/100 mL, at any time.

12. According to the Discharger’s self-monitoring reports, the Discharger committed four (4) non-serious violations not subject to MMPs, four (4) serious Group I violations, and six (6) non-serious violations subject to MMPs of the above effluent limitations contained in WDRs Order R5-2008-0111 and Order R5-2015-0031 as shown in Attachment A. Four (4) non-serious violations are not subject to mandatory penalties because these violations fall within the first three violations in a 180-day period and thus are not subject to mandatory penalties. Six (6) non-serious violations are subject to mandatory penalties under Water Code section 13385 subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period. The four (4) serious Group I violations are defined as serious because the measured concentration of the Group I constituents (Nitrate Nitrogen, Total (as N)) exceeded maximum prescribed levels by more than 40 percent. The mandatory minimum penalty for these violations is **thirty thousand dollars (\$30,000)** as described in Attachment A.

13. Water Code section 13385, subdivision (k) states:

- (1) In lieu of assessing all or a portion of the mandatory minimum penalties pursuant to subdivisions (h) and (i) against a publicly owned treatment works serving a small community, the state board or the regional board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned treatment works, if the state board or the regional board finds all of the following:

- (A) The compliance project is designed to correct the violations within five years.

(B) The compliance project is in accordance with the enforcement policy of the state board, excluding any provision in the policy that is inconsistent with this section.

(C) The publicly owned treatment works has prepared a financing plan to complete the compliance project.

(2) For the purposes of this subdivision, “a publicly owned treatment works serving a small community” means a publicly owned treatment works serving a population of 20,000 persons or fewer or a rural county, with a financial hardship as determined by the state board after considering such factors as median income of the residents, rate of unemployment, or low population density in the service area of the publicly owned treatment works.

14. Under the State Water Resources Control Board’s Water Quality Enforcement Policy (Enforcement Policy), a publicly owned treatment work (POTW) serving a small community is a POTW serving a community that has a financial hardship and has a population of 10,000¹ or fewer people, or lies completely within one or more rural counties.

15. Under the Enforcement Policy, “financial hardship” means that the community served by the POTW meets one of the following criteria:

- a) Median household income for the community is less than 80 percent of the California median household income;
- b) The community has an unemployment rate of 10 percent or greater; or
- c) Twenty percent of the population is below the poverty level.

16. The Central Valley Water Board finds the Discharger as eligible for a Compliance Project because the Cascade Shores Wastewater Treatment Plant is a publicly owned treatment work serving a small community with a financial hardship - it is located in Nevada County, which is a qualified rural county based on the 2013 United States Department of Agriculture Rural-Urban Continuum Codes for California, and the community served has an unemployment rate of 10% or greater, which is an estimate provided by the 2012-2016 American Community Survey 5-Year Estimates.

17. 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 Central Valley 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 an administrative civil liability (ACL) in the amount of **thirty thousand dollars (\$30,000)** in MMPs against the Discharger.

18. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violation is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein and that this Stipulated Order is in the best interest of the public.

¹ Following adoption of the Enforcement Policy, Water Code section 13385, subdivision (k)(2) was amended to raise the population threshold to 20,000 or fewer people.

III. Stipulations

The Parties stipulate to the following:

19. **Jurisdiction**: The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
20. **Administrative Civil Liability**:
 - a) The Discharger hereby agrees to the imposition of an ACL in the amount of **thirty thousand dollars (\$30,000)** to the Central Valley Water Board to resolve the violations specifically alleged in Attachment A to this Order.
 - b) In lieu of assessing all of the **thirty thousand dollars (\$30,000)**, the Parties agree that the Discharger shall spend an equivalent amount towards the completion of a Compliance Project and the ACL shall be suspended (Suspended Liability) if the Discharger complies with the time schedule and requirements for the Compliance Project as detailed herein and in Attachment B of this Order. Attachment B to this Order is attached hereto and incorporated herein by reference. No additional liability above and beyond the Suspended Liability shall be suspended for costs incurred to complete the Compliance Project.
21. **Description of the Compliance Project**: The Compliance Project consists of constructing a community leach field system that will eliminate discharge into Gas Canyon Creek. The leach field system includes a sewer lift station to pump from the existing collection system to the leach field site, an approximately 3,000-foot conveyance force main to the site, leachate tanks, related leach field pipes, motor control center and an emergency generator. The designated leach field area will be designed as an oversized pressure dosing system to allow a rest period between applications. The property for the project has been acquired and is under County ownership.
22. **Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the Compliance Project**: The Discharger understands that its promise to implement the Compliance Project, in its entirety and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Discharger and the Central Valley Water Board Prosecution Team. As a material consideration for the Central Valley Water Board's acceptance of this Stipulated Order, the Discharger represents and agrees that, in accordance with Water Code section 13385, subdivision (k)(1):
 - A. The Compliance Project is designed to correct the violations within five years.
 - B. The Compliance Project is in accordance with the enforcement policy of the state board.

- i. The Discharger will implement and complete the Compliance Project as described in Attachment B to this Order;
 - ii. The Discharger will provide certifications and written reports to the Central Valley Water Board contact consistent with the terms of this Stipulated Order;
 - iii. The Discharger will guarantee implementation of the Compliance Project identified in Attachment B to this Order by remaining liable for the administrative civil liability of thirty thousand dollars (\$30,000) until the Compliance Project is completed and accepted by the Central Valley Water Board in accordance with the terms of this Stipulated Order;
 - iv. The Discharger agrees that the Central Valley Water Board has the right to require a third party audit of the funds expended by it to implement the Compliance Project; and
 - v. The Discharger shall permit inspection of the Compliance Project by Central Valley Water Board staff during normal business hours, at any location where the Compliance Project is being implemented, as well as review of any documents associated with implementation of the Compliance Project, at any time without notice.
- C. The Discharger has prepared a financing plan to complete the compliance project.

23. **Extension of the Implementation Schedule Deadlines:** If the Discharger cannot meet any of the deadlines or the Completion Deadline contained in Attachment B to this Order due to circumstances beyond the Discharger's anticipation or control, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date the Discharger first knew of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for the nonperformance and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

The determination as to whether the circumstances were beyond the reasonable control of the Discharger and its agents will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite the timely good faith efforts of the Discharger, due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger, a new compliance deadline shall be established and this Order will be revised accordingly. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

24. **Compliance Project Oversight:** The Discharger will oversee implementation of the Compliance Project. The Central Valley Water Board will provide additional oversight.

The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Central Valley Water Board to oversee the Compliance Project. The Compliance Project oversight costs are in addition to the administrative civil liability imposed against the Discharger and are not credited towards the Discharger's obligation to implement and complete the Compliance Project. Reasonable oversight tasks to be performed by the Central Valley Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the Compliance Project.

25. **Third Party Financial Audit of Compliance Project:** At the written request of the Central Valley Water Board, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Central Valley Water Board providing such party's(ies's) professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to the Central Valley Water Board within three (3) months of notice from the Central Valley Water Board to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Central Valley Water Board for oversight.
26. **Failure to Expend the Entire Suspended Liability on the Approved Compliance Project:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Central Valley Water Board that the entire Suspended Liability has been spent for the completed Compliance Project, the Discharger shall pay an administrative civil liability of the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the Compliance Project. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account this amount within 30 days of receipt of notice of the Central Valley Water Board's determination that the Discharger failed to demonstrate that the entire Suspended Liability was spent to complete the Compliance Project.
27. **Failure to Complete the Compliance Project:** Except as provided for in paragraph 26, if the Compliance Project as described in Attachment B to this Order is determined to be infeasible, or if the Discharger fails to complete the Compliance Project by the deadline contained in Attachment B to this Order, the Central Valley Water Board shall issue an invoice to the Discharger in the amount of thirty thousand dollars (\$30,000), plus any Compliance Project oversight costs incurred. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account this suspended liability within 30 days of receipt of the invoice.
28. **Certification of Completion of the Compliance Project:** On or before 31 December 2018, the Discharger shall provide a certified statement of completion of the Compliance Project (Certification of Completion). The Certification of Completion shall be submitted by a responsible official under penalty of perjury under the law of the state of California, to the Central Valley Water Board contact identified in paragraph 32. The Certification of Completion shall include the following:
 - a) Certification that the Compliance Project has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate the completion of the

Compliance Project and the costs incurred by the Discharger.

- b) Certification documenting the expenditures by the Discharger during the completion period for the Compliance Project. Expenditures may include but are not limited to, payments to outside vendors or contractors implementing the Compliance Project. The Discharger shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify Compliance Project expenditures.
- c) Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the Compliance Project including but not limited to, the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Port-Cologne Act.

29. **Completion of the Compliance Project to the Central Valley Water Board's**

Satisfaction: Upon the Discharger's satisfaction of its Compliance Project obligations under this Stipulated Order, and any audit requested by the Central Valley Water Board, Central Valley Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the Compliance Project. Receipt of this letter shall terminate any further Compliance Project obligations of the Discharger and result in the dismissal of the Suspended Liability.

30. **Publicity:** Whenever the Discharger or its agents or subcontractors publicizes one or more elements of the Compliance Project, it shall state in a prominent manner that the Compliance Project is being undertaken as part of the settlement of an enforcement action by the Central Valley Water Board against the Discharger.

31. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an ACL in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject it to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

32. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:

Kari Holmes
Senior Water Resources Control Engineer
NPDES/Stormwater Compliance and Enforcement
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670
(916) 464-4623
Kari.Holmes@waterboards.ca.gov

For the Discharger:

Trisha Tillotson, Public Works Director
Nevada County Sanitation District No. 1

950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1411
trisha.tillotson@co.nevada.ca.us

33. **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.
34. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
35. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
36. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley 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 Central Valley 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 Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of ACL complaints or orders for violations other than those addressed by this Order.
37. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Team or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
38. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
39. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.

40. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
41. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue settlement. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
42. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.
43. **Waiver of Right to Petition:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
44. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action.
45. **Water Boards Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held

as parties to or guarantors of any contract entered into by the Discharger, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.

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 Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
47. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
48. **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.
49. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
50. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.
51. **Counterpart Signatures:** This 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.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: Original Signed by
Andrew Altevogt
Assistant Executive Officer

Date: 19 March 2018

Stipulated Administrative Civil Liability Order R5-2018-0506
Nevada County Sanitation District No. 1

Nevada County Sanitation District No. 1

By: *Original Signed by*
Bradley Jade Torres
Wastewater Operations Manager

Date: 24 April 2018

HAVING CONSIDERED THE PARTIES STIPULATIONS, THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Central Valley Region.

Original Signed by
Pamela C. Creedon
Executive Officer
Central Valley Regional Water Quality Control Board

1 June 2018
Date

Attachment A: Record of Violations
Attachment B: Compliance Project Description

**Nevada County Sanitation District No. 1
Cascade Shores Wastewater Treatment Plant**

**RECORD OF VIOLATIONS (1 October 2013 – 30 November 2017) MANDATORY PENALTIES
(Data reported under Monitoring and Reporting Programs R5-2008-0111 and R5-2015-0031)**

	<u>Date</u>	<u>Parameter</u>	<u>Units</u>	<u>Limit</u>	<u>Measured</u>	<u>Period</u>	<u>Remarks</u>	<u>CIWQS</u>
1	28-Jul-14	Total Coliform	MPN/100 mL	23	130	More than once in any 30-day period	3	975558
2	14-Sep-15	Total Coliform	MPN/100 mL	240	350	Instantaneous Maximum	3	1006457
3	16-Sep-15	Total Coliform	MPN/100 mL	2.2	17	7-Day Median	3	1006458
4	17-Sep-15	Total Coliform	MPN/100 mL	2.2	17	7-Day Median	3	1006459
5	6-Oct-16	Nitrate Nitrogen, Total (as N)	mg/L	17	18	Maximum Daily	4	1015674
6	1-Dec-16	Nitrate Nitrogen, Total (as N)	mg/L	17	23	Weekly Average	4	1018536
7	31-Dec-16	Nitrate Nitrogen, Total (as N)	mg/L	10	14	Average Monthly	1	1018535
8	28-Feb-17	Nitrate Nitrogen, Total (as N)	mg/L	10	13	Average Monthly	4	1022797
9	31-Jul-17	Nitrate Nitrogen, Total (as N)	mg/L	10	14	Average Monthly	1	1023935
10	31-Aug-17	Nitrate Nitrogen, Total (as N)	mg/L	10	26	Average Monthly	1	1032062
11	31-Aug-17	Nitrate Nitrogen, Total (as N)	mg/L	17	26	Weekly Average	1	1032063
12	2-Nov-17	Total Coliform	MPN/100 mL	240	300	Instantaneous Maximum	4	1036797
13	2-Nov-17	Total Coliform	MPN/100 mL	23	300	More than once in any 30-day period	4	1036301
14	2-Nov-17	Total Coliform	MPN/100 mL	2.2	270	7-Day Median	4	1036798

Remarks:

1. Serious Violation: For Group I pollutants that exceed the effluent limitation by 40 percent or more.
2. Serious Violation: For Group II pollutants that exceed the effluent limitation by 20 percent or more.
3. Non-serious violation falls within the first three violations in a 180-day period, thus is not subject to mandatory minimum penalties. Penalties that may be assessed for this violation are discretionary. This violation is not addressed or resolved in this ROV.
4. Non-serious violation subject to mandatory minimum penalties.

<u>VIOLATIONS AS OF:</u>	<u>11/30/17</u>
Group I Serious Violations:	4
Group II Serious Violations:	0
Non-Serious Violations Not Subject to MMPs:	4
<u>Non-Serious Violations Subject to MMPs:</u>	<u>6</u>
Total Violations Subject to MMPs:	10

Mandatory Minimum Penalty = (4 Group I Serious Violations + 6 Non-Serious Violations Subject to MMPs) x \$3,000 = \$30,000

Compliance Project Description

Project Title: Cascade Shores Community Leach Field Project-Lift Station

Geographic Area of Interest: Nevada County Sanitation District No. 1 Cascade Shores service area, Nevada County

Name of Responsible Entity: Nevada County Sanitation District No. 1

Contact Information:

Trisha Tillotson, Public Works Director
Nevada County Sanitation District No. 1
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1411
trisha.tillotson@co.nevada.ca.us

Project Description:

The Compliance Project includes the construction of a lift station, which will convey sewage from the existing Cascade Shores Wastewater Treatment Plant (WWTP) to the leach field site approximately 3,000 feet via sewer force main.

The leach field system would use the existing Cascade Shores collection system, but would divert influent before it reaches the existing WWTP. Influent would be pumped to a new site immediately adjacent to the existing WWTP site. Unlike the existing site, the new site has soil properties that could accommodate a community leach field system. The property for the project has been acquired and is under County ownership.

The cost of operating the existing Cascade Shores Wastewater Treatment Plant significantly exceeds the existing revenues. Due to the high cost of operation and the inability to meet the current NPDES copper, coliform, and nitrate effluent limitations, the Discharger is currently pursuing construction of a community leach field system that will eliminate discharge into Gas Canyon Creek.

The leach field system includes a sewer lift station to pump from the existing collection system to the leach field site, an approximately 3,000-foot conveyance force main to the site, leachate tanks, related leach field pipes, motor control center and an emergency generator. The designated leach field area will be designed as an oversized pressure dosing system to allow a rest period between applications. The property for the project has been acquired and is under County ownership.

On 14 November 2017, the design contract for the project was awarded to Coastland Civil Engineering, Inc.

Estimated Cost of Project Completion:

The total cost of the leach field project is estimated at \$2.9 million. The project is partially funded by \$2.2 million in Clean Water State Revolving Fund (SRF) funds under Project No. C-

06-8077-110. The remainder of the project will be funded by the Nevada County Sanitation District No. 1, Cascade Shores (Zone 8) (District).

The lift station portion of the leach field project is estimated to cost \$530,000, exceeding the SFR funding for this portion of the project by approximately \$120,000. The \$30,000 of MMPs associated with this Order will be used to partially fund the lift station portion of this project.

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

The compliance project will lead to an elimination of discharge into Gas Canyon Creek while greatly reducing the current operating cost of the Facility. The elimination of the wastewater treatment plant will reduce the amount of pollutants into Gas Canyon Creek while meeting discharge requirements for land application.

Project Schedule and Deliverables:

1. Progress Reports – Lift Station Construction. The Discharger shall submit quarterly progress reports summarizing construction of the lift station, as described above. At minimum, the progress report shall include the status of the lift station construction.

Deliverable: Progress reports and written notification of completion of the construction and expenditures.

Due Dates: **1 July 2018** and **1 October 2018**

2. Completion Date. The Discharger shall complete the lift station construction by **31 December 2018**.

3. Final Report. The Discharger shall include a summary of all tasks completed per this compliance project, an analysis of the success of the project, and a post-project accounting of all expenditures. The accounting shall clearly show whether the final cost of the completed compliance project is less than, equal to, or more than the suspended liability of \$30,000. The report shall be completed under penalty of perjury.

Deliverable: Final Report

Due Date: **30 June 2019**