

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

In the Matter of:

ORDER R5-2020-0553

**SHASTA COUNTY CSA #17**

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

**SANITARY SEWER SYSTEM  
SHASTA COUNTY**

---

**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 or Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and Shasta County, a political subdivision of the State of California and CSA #17 (collectively Discharger or County) (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 (Water Code) section 13323 and Government Code section 11415.60.

**II. Background**

2. The Discharger owns and operates a sanitary sewer collection system greater than one mile in length that serves the unincorporated community of Cottonwood. The Discharger's sanitary sewer system consists of approximately 97,000 lineal feet of sewer lines. When the sanitary sewer system overflows, discharges to a Waters of the United States may occur.
3. The *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems*, State Board Order No. 2006-0003, as revised by WQ-2013-0058-EXEC, (General Order) regulates the Discharger's sanitary sewer system. The General Order requires the Discharger to operate and maintain its collection system to prevent sanitary sewer overflows and spills. Prohibition C.1 of the General Order states that the discharge of untreated or partially treated wastewater from the collection system to waters of the United States is prohibited.
4. Section 301 of the Clean Water Act (33 U.S.C. § 1311) and Water Code section 13376 prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The General Order is not a NPDES permit. The Discharger does maintain coverage

under a separate NPDES permit for surface water discharge from its wastewater treatment plant (discussed below), however, this permit does not authorize the discharge of untreated sewage to surface waters.

### III. Allegations: Sanitary Sewer Overflows

5. Beginning on 2 February 2019 and ending 3 February 2019, the Discharger discharged 465,227 gallons of untreated domestic and municipal wastewater from its collection system to a stormwater conveyance which discharges to Cottonwood Creek, a tributary to the Sacramento River, and a Waters of the United States.
6. The County violated Prohibition C.1 of the General Order, Section 301 of the Clean Water Act, and Water Code section 13376 on 2 February 2019 to 3 February 2019 when it discharged 465,227 gallons of untreated sewage to a Waters of the United States.
7. Pursuant to Water Code section 13385 subdivision (a), any person who violates Water Code section 13376 or any requirements of Section 301 of the Clean Water Act is subject to administrative civil liability pursuant to Water Code section 13385 subdivision (c), in an amount not to exceed the sum of both of the following: (1) ten thousand dollars (\$10,000) for each day in which the violation occurs; and (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) per gallon discharged but not cleaned up over 1,000 gallons.
8. Pursuant to Water Code section 13327, in determining the amount of civil liability, the regional board shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on the ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters as justice may require.
9. The *State Water Board's Water Quality Enforcement Policy* (Enforcement Policy) was adopted on 4 April 2017. The Enforcement Policy's effective date is 5 October 2017. The use of the Enforcement Policy's penalty methodology addresses the factors required to be considered when imposing administrative civil liability.
10. The details of this violation, including the factors required to be considered by Water Code section 13327, are set forth in full in the accompanying Attachment A, which is incorporated herein by this reference as if set forth in full. The total liability proposed for this violation is **two hundred thirty-five thousand, seven hundred sixty dollars (\$235,760)**.

#### **IV. Allegations: Mandatory Minimum Penalties**

11. The Discharger owns and operates the Cottonwood Wastewater Treatment Plant.
12. On 27 May 2010, the Central Valley Water Board issued Waste Discharge Requirements for Shasta County Service Area No. 17, Order R5-2010-0044, NPDES CA0081507, which became effective on 16 July 2010 and regulated the Discharger's wastewater treatment plant until 30 September 2016. Treated wastewater is discharged from Discharge Point D-001 to Cottonwood Creek, a water of the United States. The Discharger is subject to effluent limitations measured at monitoring location EFF-001 contained in its NPDES permit for discharges from Discharge Point D-001.
13. On 19 August 2016, the Central Valley Water Board issued NPDES permit Order R5-2016-0066, which became effective on 1 October 2016 and currently regulates the County's wastewater treatment plant. Treated wastewater is discharged from Discharge Point D-001 to Cottonwood Creek, a water of the United States. The Discharger is subject to effluent limitations measured at monitoring location EFF-001 contained in its NPDES permit when discharging at Discharge Point D-001.
14. As described in Attachment B, since 16 December 2013 the Discharger has violated the effluent limitations contained in Order R5-2010-0044 for pH; total coliform organisms; and total residual chlorine and has violated its effluent limitations contained in Order R5-2016-0066 for ammonia; biochemical oxygen demand; biochemical oxygen demand, percent removal; chlorodibromomethane; dichlorobromomethane; pH; total coliform organisms; total residual chlorine; total suspended solids; copper, total recoverable; and zinc, total recoverable.
15. These exceedances of effluent limitations are subject to mandatory minimum penalties pursuant to Water Code section 13385 subdivision (h)(1). Water Code section 13385 subdivision (h)(1) requires that a mandatory minimum penalty of \$3,000 be assessed for each serious violation of an effluent limit. A serious violation is defined as any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirement by 40% or more for Group I pollutants and 20% or more for Group II pollutants. Order R5-2010-0044 and Order R5-2016-0066 specify the effluent limitations that apply to the Discharger.
16. Water Code section 13385 subdivision (i)(1) requires that a mandatory minimum penalty of \$3,000 be imposed for each non-serious violation. A non-serious violation is defined, in part, as whenever the discharger exceeds a waste discharge requirement effluent limitation four or more times in a six-month period, except that the first three violations are not counted.

The Discharger has incurred a total of **two hundred eighty-two thousand dollars (\$282,000)** in mandatory minimum penalties pursuant to Water Code section 13385 subdivisions (h) and (i). Attachment B provides a record of each violation.

## V. Stipulations

The Parties stipulate to the following:

17. The Parties have engaged in confidential settlement negotiations and agree to settle the alleged violations 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 violation by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of **five hundred seventeen thousand seven hundred sixty dollars (\$517,760)**, subject to section 21 herein.
18. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violations 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.
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 **five hundred seventeen thousand seven hundred sixty dollars (\$517,760)** to resolve the violations specifically alleged in Attachment A and Attachment B to this Order.
  - b. The Discharger agrees to pay **one hundred seventy-five, seven hundred sixty dollars (\$175,760)** to the *State Water Board's Cleanup and Abatement Account* and shall indicate this Order number on the check. The Discharger shall send the original check referencing this Order number to the following address:

Division of Administrative Services  
ATTN: Accounting, State Water Resources Control Board  
1001 I Street 18<sup>th</sup> Floor  
Sacramento, California 95814
  - c. A copy of the check described above shall be sent to the Prosecution Team contact listed in Paragraph 37.

- d. **Sixty thousand dollars (\$60,000)** in liability shall be satisfied through the completion of an Enhanced Compliance Action (ECA) as described below and in Attachment D.
  - e. The **two hundred eighty-two thousand dollars (\$282,000)** in liability assessed pursuant to Water Code section 13385 subdivisions (h)(1) shall be satisfied through a Compliance Project as described below and in Attachment E.
21. **Representations and Agreements:** The Discharger understands that the completed ECA and Compliance Project are 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 it will complete the ECA as described herein and in Attachment D and the Compliance Project as described herein and in Attachment E.
22. **County's Financial Hardship Status:** The Enforcement Policy defines a community with a financial hardship as one that satisfies one of the following conditions: (1) the median household income for the community is less than 80 percent of the California median household income; (2) the community has an unemployment rate of 10 percent or greater; (3) twenty percent of the population is below the poverty level. The County qualifies as a small community with a financial hardship, as defined by the Enforcement Policy, and Water Code section 13385 subdivision (k), because the median household income for the community is less than 80 percent of the California median household income, and the community has an unemployment rate of 10 percent or greater.
23. **Enhanced Compliance Actions (ECAs) and Suspended Liability:** Enforcement Policy section IX. provides,
- ECAs are projects that enable a discharger to make capital or operational improvements beyond those required by law, and are separate from projects designed to merely bring a discharger into compliance. The Water Boards may approve a settlement with a discharger that includes suspension of a portion of the monetary liability of a discretionary ACL for completion of an ECA. Except as specifically provided [in the Enforcement Policy], any such settlement is subject to the rules that apply to Supplemental Environmental Projects [established in the *State Water Board Policy on Supplemental Environmental Projects*, effective May 3, 2018 (SEP Policy)].
24. The Prosecution Team has determined that the County's ECA complies with the Enforcement and SEP Policies. The Prosecution Team has determined that it is appropriate to divert **sixty thousand dollars (\$60,000)** of the total liability in this matter towards an ECA as allowed by the Enforcement Policy. The County proposes to implement the following ECAs:

- a. CSA 17 Collection System Improvement Project – Additive Alternative A, Replacement of Deficient Pipeline and Raising of Manholes
    - i. The CSA 17 Collection System has documented areas subject to infiltration and inflow (I&I) and sags as indicated by closed circuit television (CCTV) inspection of the entire system. The CSA 17 Collection System Improvement Project for which grant funding has been obtained will address many of these issues. The goal of this project is to add to the currently planned scope of the Collection System Improvement Project to replace a deficient pipeline with sags and raise manholes that contribute I&I and cause wastewater backups with the potential to result in sanitary sewer overflows (SSOs). An existing section of 12inch pipeline is known to be in a problem area where backups and overflows have threatened to occur. As such, Shasta County now desires to add this section of pipeline to the scope of the previously planned Collection System Improvement Project. Refer to Attachment D, Figure 1 for a map of the CSA 17 Collection System showing improvements to be completed as part of the grant-funded project in red, as well as improvements added to the scope to be paid for by County funds as part of this ECA in orange. All improvements will reduce system I&I, sags, and other pipeline deficiencies to increase pipe capacity and reduce occurrences of backups and SSOs.
25. **ECA Completion Deadline:** The County shall comply with the following agreed upon ECA completion deadlines. Additionally, the County shall submit a Certificate of Completion, as described below, upon the completion of the ECA declaring such completion and detailing fund expenditures and goals achieved. The deadline for completion of the ECA is 31 March 2023 and the deadline for submission of the Final Report is 31 May 2023.
26. **Request for Extension of Final ECA Completion Deadlines:** If the County cannot meet the ECA Completion Deadlines due to circumstances beyond the County's anticipation or control, the County shall notify the Executive Officer in writing within thirty (30) days of the date the County first knew of the event or circumstance that caused or could have caused a violation of this Stipulated 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 County to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance with this Stipulated Order. The County 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 County 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 County, due to circumstances beyond the control of the County that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the County, a new compliance deadline shall be established and provided to the County in writing with the effect of revising this Stipulated Order. The Executive Officer will endeavor to grant a reasonable extension of time, if warranted.

27. **Audits and Certification of Enhanced Compliance Action:** Within 30 days of completion of the ECA, the County shall submit a certified statement of completion of the ECA (“Certification of Completion”). The County’s authorized representative shall submit the Certification of Completion under penalty of perjury to the designated Central Valley Water Board contact. The Certification of Completion shall include the following:
- a. **Certification of Expenditures:** Certification documenting all expenditures by the County. The expenditures may include external payments to outside vendors or contractors implementing the ECA. If applicable, the expenditures may include the costs of internal environmental management resources and internal business unit resources, provided that such expenditures are directly related to development and implementation of the ECA. In making such certification, the official may rely upon normal company and project tracking systems that captures employee time expenditures and external payments to outside vendors. The County shall provide any additional information requested by Central Valley Water Board staff that is reasonably necessary to verify ECA expenditures.
  - b. **Certification of Performance of Work:** Certification that the ECA has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other material reasonably necessary for the Central Valley Water Board to evaluate the completion of the ECA and the costs incurred by the County.
  - c. **Certification that Work Performed on ECA Met or Exceeded Requirements of CEQA and other Environmental Laws [where applicable]:** Certification that the ECA meets or exceeds the requirements of CEQA and/or other environmental laws. Unless the County is exempted from compliance with CEQA, the County shall, before the ECA implementation date, consult with other interested state agencies regarding potential impacts of the ECA.
28. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved ECA:** In the event that the County is not able to demonstrate to the reasonable satisfaction of the designated Central Valley Water Board contact that the entire ECA amounts pursuant to Paragraph 25 have been spent for the completed ECAs, the County shall pay as an administrative civil liability the

difference between the ECA amounts and the amounts the County can demonstrate were actually spent on the ECA.

29. **Failure to Complete the ECA:** If the ECA is not fully implemented by the Paragraph 26 *ECA Completion Deadlines* required by this Stipulated Order and an extension has not been granted by the Central Valley Water Board's Executive Officer pursuant to Paragraph 27 above, the designated Central Valley Water Board contact shall issue a Notice of Violation. As a consequence, the County shall be liable to pay the entire Suspended Liability to the *State Water Pollution Cleanup and Abatement Account*.
30. **Compliance Project:** As a material consideration for the Central Valley Water Board's acceptance of this 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 identified in Attachment B within five years.
  - b. The Compliance Project is in accordance with the Enforcement Policy:
    - i. The Central Valley Water Board will not authorize additional compliance projects for the project completed as described below, except under unusual circumstances.
    - ii. 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,
    - iii. The Discharger shall permit inspection of the Compliance Project by the 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 County agrees to implement the following Compliance Project: Cottonwood Wastewater Treatment Plant Improvement Project – Additive Alternative A, Installation of Redundant Traveling Bridge Sand Filter
    - i. The goal of this project is to have a redundant filter at CSA 17 for ease of operations and maintenance. A new filter is being constructed as part of the base bid part of the project; however, the existing filter is obsolete, and replacement parts cannot be obtained. One filter is operated at all times and therefore cannot be taken offline for maintenance, as such Shasta County desires to include Additive Alternative A to the project to retrofit the existing filter. A redundant filter will allow for a filter to be taken offline



annually for deep cleaning and other preventative maintenance thus maximizing filter useful life.

31. **Compliance Project Completion Deadline:** The County shall comply with the following agreed upon Compliance Project completion deadlines. Additionally, the County shall submit a Certificate of Completion, as described below, upon the completion of the Compliance Project declaring such completion and detailing fund expenditures and goals achieved. The deadline for completion of the Compliance Project is 7 May 2021 and the deadline for submission of the Final Report is 7 July 2021.
32. **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 acceptable to the Central Valley Water Board providing a professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. 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.
33. **Publicity:** Whenever the Discharger or its agents or subcontractors publicize the ECA or Compliance Project, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action by the Central Valley Water Board against the County.
34. **Site Inspections:** The Discharger shall permit Central Valley Water Board's staff to inspect during normal business hours any location where the ECA or Compliance Project is being implemented as well as review any documents associated with implementation of the ECA or Compliance Project at any time without notice.
35. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability 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 continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability. 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, provided however that the Central Valley Water Board shall not undertake any action or steps to retroactively enforce any such changes with respect to any violation, matter, or allegation that is the subject of this Stipulated Order.
36. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:

Jeremy M. Pagan  
364 Knollcrest Drive, Suite 205  
Redding, CA  
96002  
(530) 224-4850  
[Jeremy.Pagan@waterboards.ca.gov](mailto:Jeremy.Pagan@waterboards.ca.gov)

For the Discharger:

Patrick Minturn  
1855 Placer Street  
Redding, CA  
96002  
(530) 225-5661  
[pminturn@co.shasta.ca.us](mailto:pminturn@co.shasta.ca.us)

37. **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.
38. **Matters Addressed by Stipulated Order:** Upon the Central Valley Water Board's adoption of this Order, this Order presents a final and binding resolution and settlement of alleged violations of the General Order associated with the 2-3 February 2019 discharge event and of mandatory minimum penalties associated with violations of the County's NPDES Permits, Orders R5-2010-0044 and R5-2016-0066, identified by Central Valley Water Board staff as of July 1, 2020. The Central Valley Water Board Prosecution Team further represents that it is not aware of any unresolved or pending violation with respect to the 2-3 February 2019 discharge event that is not within the scope of this Stipulated Order.
39. **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.
40. **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.

41. **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.
42. **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 Central Valley Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
43. **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.
44. **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.
45. **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.
46. **If Stipulated 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 the following objection related to their efforts to settle this matter, including:

- 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. The Prosecution Team, including its representatives and delegees, represents that it has not had any *ex parte* settlement or other discussions with the Central Valley Water Board and further represents that it shall not disclose any material facts or related settlement information to the Central Valley Water Board other than settlement information also made available to the general public 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. Laches, delay, equitable, and other affirmative defenses based on allegations or facts unrelated to or not based on the amount of time that the Parties have devoted to settlement efforts are not waived.
47. **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.
48. **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 right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
49. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the 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.
50. **Water Boards and County of Shasta 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.

Neither the Shasta County Board of Supervisors, nor any County of Shasta staff, attorneys, or representatives shall be liable for any injury or damages, of any type, including but not limited to persons or property resulting from the negligent or intentional acts or omissions by the Central Valley Water Board or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities, actions, enforcement, or any other conduct arising out or pursuant to this Order.

51. **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.
52. **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.
53. **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.
54. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
55. **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.
56. **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 \_\_\_\_\_

Clint E. Snyder, P.G.

Assistant Executive Officer

7/31/2020 \_\_\_\_\_

Date

On behalf of Shasta County and CSA #17

By: Original Signed By \_\_\_\_\_

Patrick Minturn

7/30/2020 \_\_\_\_\_

Date

**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.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

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.

---

Patrick Pulupa  
Executive Officer  
Central Valley Regional Water Quality Control Board

Attachment A: Penalty Methodology  
Attachment B: Mandatory Minimum Penalties  
Attachment C: Economic Benefit Analysis  
Attachment D: Enhanced Compliance Action Project Proposal  
Attachment D Figure 1: Proposed Collection System Improvements  
Attachment E: Compliance Project Proposal

**Attachment A to Stipulated Order R5-2020-0553**  
**Penalty Calculation Factors**  
**Shasta County Service Area No. 17 Sanitary Sewer Collection System, Shasta County**

This document provides details to support recommendations for enforcement in response to the Shasta County Service Area No. 17 (Discharger, County) sanitary sewer overflow (SSO). The Central Valley Regional Water Quality Control Board (Central Valley Water Board) Prosecution Team derived the proposed administrative civil liability following the State Water Resources Control Board's (State Water Board) applicable *Water Quality Enforcement Policy* (Enforcement Policy).

**Application of State Water Board's Enforcement Policy**

The Enforcement Policy establishes a methodology for assessing administrative civil liability for violations of the California Water Code (Water Code) and Federal Water Pollution Control Act (Clean Water Act). Use of the Enforcement Policy incorporates Water Code sections 13327 and 13385 that require the Central Valley Water Board to consider specific factors when determining the amount of civil liability to impose, including "...the nature, circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on ability to continue its business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters that justice may require." Additional information on the [Enforcement Policy](https://www.waterboards.ca.gov/water_issues/programs/enforcement/water_quality_enforcement.shtml), is available at the following web address: ([https://www.waterboards.ca.gov/water\\_issues/programs/enforcement/water\\_quality\\_enforcement.shtml](https://www.waterboards.ca.gov/water_issues/programs/enforcement/water_quality_enforcement.shtml)).

**Regulatory Basis for Alleged Violations and Proposed Liability**

The Discharger is required to comply with the State Water Board's *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ* (Statewide General Order) because it is a municipality that owns or operates a sanitary sewer collection system greater than one mile in length. The County of Shasta (Discharger) operates Community Service Association (CSA) #17 which is a sanitary sewer system that serves the unincorporated community of Cottonwood. The Discharger has been enrolled in the Statewide General Order since 2006. Prohibition C.1. of the Statewide General Order provides "[a]ny SSO [sanitary sewer overflow] that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited."

Beginning on 2 February 2019, the Discharger discharged untreated domestic and municipal wastewater from its collection system to a stormwater conveyance which discharges to surface water. The Prosecution Team alleges that the Discharger violated Prohibition C.1 of the Statewide General Order and section 301 of the Clean Water Act by discharging untreated domestic and municipal wastewater to a stormwater



conveyance which discharges to surface water without a National Pollutant Discharge Elimination System (NPDES) permit from 2 February 2019 to 3 February 2019.

Pursuant to Water Code section 13385, subdivision (a), a discharger who violates section 301 of the Clean Water Act is subject to administrative civil liability pursuant to Water Code section 13385, subdivision (c), in an amount not to exceed the sum of \$10,000 per day of violation and \$10 per gallon of waste discharged over 1,000 gallons but not cleaned up.

### **Penalty Calculation Methodology Procedural Steps**

<b>CATEGORY 1 SSO OCCURRING BETWEEN 2 FEBRUARY 2019 AND 3 FEBRUARY 2019</b>
---

On 4 February 2019, Central Valley Water Board staff were notified, via email, of a sanitary sewer overflow of raw sewage from the CSA #17 Main Lift Station in Cottonwood. On 3 February 2019, during routine daily monitoring at the CSA #17 Main Lift Station, County staff observed a wet well manhole cover that was ajar and evidence of sewage immediately surrounding the wet well. County staff collected remaining debris and spread chlorine on the ground to disinfect the area.

On 7 February 2019, Central Valley Water Board staff were notified that a second discharge point was identified on 5 February 2019. According to the revised Technical Report submitted on 6 December 2019, the second discharge point was upstream of the lift station and was discovered because a County employee noticed a manhole cover was askew. A vacuum truck was brought to the second discharge point, but none of the untreated sewage was recovered due to the delayed discovery. County employees raked up debris surrounding the manhole and spread chlorine on the ground to disinfect.

The second discharge point is located adjacent to a stormwater conveyance which discharges to Cottonwood Creek, a tributary to the Sacramento River, and a Water of the United States. Since untreated wastewater reached a stormwater conveyance which discharges to surface water, this spill is categorized as a category 1 SSO, as defined by the Statewide General Order.

The Main Lift Station is equipped with two interconnected wet wells each containing two pumps (one 300 gallon per minute (gpm) pump and one 150 gpm pump). According to the Discharger's revised Technical Report, prior to the 2 February 2019 SSO the Discharger knew that one of the 300 gpm pumps was repeatedly malfunctioning. It was also known prior to the 2 February 2019 SSO that one of the 150 gpm pumps was non-operational and was unable to be repaired because the guide railing to remove the pump was broken.

The cause of the spill was determined to be pump failure at the Main Lift Station. The 300 gpm pump, which had been repeatedly malfunctioning, “tripped off”. The two remaining operational pumps (one 300 gpm and one 150 gpm pump) both were clogged by debris in the wastewater. As the two wet wells began to overflow, a call system at the Main Lift Station should have alerted County employees of the overflow, however no alert was sent from the system. It was later discovered that the phone line for the alarm was severed in the conduit.

The Discharger reported that they had been working with a contractor (J & J Pumps) to diagnose issues with the two pumps prior to the SSO event but that no repairs had been made prior to the SSO. Following the spill, the Discharger contacted J & J Pumps to replace the 300 gpm pump that had been malfunctioning, as well as the 150 gpm pump and pump railing which had been non-operational.

After being requested by Regional Water Board staff, and as required by the Statewide General Order, the Discharger submitted a technical report to Central Valley Water Board staff describing the spill location, the County’s response, and a spill volume estimation. The County originally estimated that 10,000 gallons of wastewater was discharged. However, later analysis of influent flow data to the Cottonwood Wastewater Treatment Plant showed a significant reduction in flow during the time period when the SSO occurred. Based on this recorded loss of influent flow to the Treatment Plant, the spill volume of the SSO is alleged to be 465,227 gallons.

### **Step 1 – Potential for Harm for Discharge Violations**

The “potential harm to beneficial uses” factor considers the harm that may result from exposure to the pollutants in the illegal discharge, while evaluating the nature, circumstances, extent, and gravity of the violation(s). A three-factor scoring system is used for each violation or group of violations: (1) the potential for harm to beneficial uses; (2) the degree of toxicity of the discharge; and (3) whether the discharge is susceptible to cleanup or abatement.

#### **Factor 1: Degree of Toxicity.**

The evaluation of this factor considers the physical, chemical, biological, and/or thermal characteristics of the discharge and the risk of damage the discharge could cause to the receptors or beneficial uses. Potential receptors are human, environmental, and ecosystem exposure pathways. In this case, the sanitary sewer overflow was raw sewage, and is known to contain highly elevated concentrations of coliform organisms, biochemical oxygen demand, and ammonia.

Discharges of sewage to surface water must typically be treated to a high standard to prevent adverse impacts to aquatic life. Toxicity is the degree to which a substance can damage a living or non-living organism. Toxicity can refer to the effect on a whole organism, such as an animal, bacterium, or plant, as well as the effect on a substructure of the organism, such as a cell or an organ. In this case, the discharge consisted of raw

sewage, which contains pathogens, nitrogen, ammonia, and biological oxygen demand. Fish are highly sensitive to even small concentrations of ammonia.

Elevated levels of these constituents can lead to low dissolved oxygen in the receiving water, impacts to aquatic life, and impacts to human health. Because the discharged material possesses “an above-moderate risk or a direct threat to potential receptors,” a score of **3** was assigned for this factor.

Factor 2: Actual Harm or Potential Harm to Beneficial Uses.

A score between 0 and 5 is assigned based on a determination of whether the harm or potential for harm to beneficial uses ranges from negligible (0) to major (5). During the 2 February 2019 SSO, raw sewage was discharged to a stormwater conveyance which discharges to Cottonwood Creek, a Water of the United States. The designated beneficial uses of Cottonwood Creek that could be impacted by the unauthorized discharge are outlined in the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins, Fifth Edition, May 2018* (Basin Plan) and include municipal and domestic supply, irrigation supply, stock watering, contact and non-contact recreation, warm and cold freshwater habitat, cold migration, warm and cold spawning, and wildlife habitat.

Raw sewage contains pathogens, nitrogen, ammonia, and creates a biological oxygen demand. Raw sewage impacts cold and warm freshwater habitat and wildlife habitat because fish are highly sensitive to even small concentrations of ammonia. In addition, raw sewage impacts contact and non-contact recreation because it contains pathogens which adversely affect human health.

Although no samples were collected by the Discharger, the nature of the spill resulted in at least a moderate potential harm to beneficial uses. “Moderate” is defined as “impacts are observed or reasonably expected and impacts to beneficial uses are moderate and likely to attenuate without appreciable acute or chronic effects.” Therefore, a score of **3**, moderate, is assigned for this factor.

Factor 3: Susceptibility to Cleanup or Abatement.

A score of 0 is assigned for this factor if 50% or more of the discharge is susceptible to cleanup or abatement. A score of 1 is assigned if less than 50% of the discharge is susceptible to cleanup or abatement. This factor is evaluated regardless of whether the discharge was actually cleaned up or abated by the discharger. In this case, the Discharger did not clean or abate any of the sewage discharged from either discharge point. The Discharger did use chlorine to sanitize areas where the spill occurred but was not able to recover any of the actual discharged sewage, therefore, a score of **1** was assigned to this factor.

Final Score – “Potential for Harm”

The scores of the three factors are added to provide a Potential for Harm score for each violation or group of violations. In this case, a **final score of 7** was calculated. The total score is then used in Step 2, below.

**Step 2 – Assessment for Discharge Violations**

This step addresses administrative civil liabilities for the spill based on both a per gallon and a per day basis.

Per Gallon Assessment for Discharge Violation

When there is a discharge, the Central Valley Water Board is to determine an initial liability amount on a per gallon basis using the Potential for Harm score and the Extent of Deviation from Requirement of the violation.

A Potential for Harm Score of 7 was determined in Step 1. In this case, the Central Valley Water Board finds the Extent of Deviation from Requirement is “major”. The Statewide General Order prohibits any SSO that results in a discharge of raw sewage to waters of the United States. Therefore, when the Discharger discharged 465,227 gallons of untreated sewage which reached surface waters, it rendered this prohibition ineffective.

Table 1 of the 2017 Enforcement Policy (p. 14) is used to determine a per gallon factor based on the total score from Step 1 and the level of Deviation from Requirement. For this particular case, the factor is 0.41. This value of 0.41 is multiplied by the volume of discharge and the days of discharge, as described below.

The 2017 Enforcement Policy allows for a reduction from the maximum penalty amount of \$10 per gallon when the discharge is over 100,000 gallons and considered high volume. The 2 February 2019 spill incident discussed in this violation was 465,227 gallons and is considered “high volume” based on the total gallons discharged. In order to facilitate the settlement of this matter, the Prosecution Team has determined that a reduction to \$1 per gallon is appropriate in this case.

Water Code section 13385(c)(2) states that the civil liability amount is to be based on the number of gallons discharged but not cleaned up, over 1,000 gallons for each spill event. Of the 465,227 gallons spilled, a total of 464,227 gallons were discharged in excess of 1,000 gallons into waters of the United States.

The Per Gallon Assessment is as follows:  
 $0.41 \text{ factor from Table 1} \times 464,227 \text{ gallons} \times \$1 \text{ per gallon} = \$190,743$

### Per Day Assessment for Discharge Volume

When there is a discharge, the Central Valley Water Board is to determine an initial liability amount on a per day basis using the same Potential for Harm and the Extent of Deviation from Requirement that were used in the per-gallon analysis. The “per day” factor (determined from Table 2 of the 2017 Enforcement Policy, p. 15) is 0.41. The spill event took place over two days, commencing on 2 February 2019 at 1151 hours am and stopping on 3 February 2019 at 0729 hours. However, as a settlement consideration, a value of one day was used for the per day assessment because the duration of the spill was less than 24 hours. The liability is calculated as the per day factor multiplied by the number of days multiplied by the statutory maximum per day (\$10,000).

The Per Day Assessment is as follows:  
0.41 factor from Table 2 x 1 day x \$10,000 per day = \$4,100

**Initial Liability Amount:** The value is determined by adding together the per gallon assessment and the per day assessment. For this case, the total is \$190,743 + \$4,100 for a total initial liability amount of \$194,843.

### Step 3 – Per Day Assessment for Non-Discharge Violation

The 2017 Enforcement Policy states that the Board shall calculate an initial liability for each non-discharge violation. In this case, this factor does not apply because this violation is related to the discharge of raw sewage water, and the liability was determined in Step 2.

### Step 4 – Adjustment Factors

There are three additional factors to be considered for modification of the amount of initial liability: the violator’s culpability, efforts to clean-up or cooperate with regulatory authority, and the violator’s compliance history. After each of these factors is considered for the violations involved, the applicable factor should be multiplied by the proposed amount for each violation to determine the revised amount for that violation.

#### Culpability

Higher liabilities should result from intentional or negligent violations as opposed to accidental violations. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier for negligent behavior. The 2-3 February 2019 discharge event resulted from one non-operational 150 gpm pump, one malfunctioning 300 gpm pump, two clogged pumps (one 300 gpm and one 150 gpm pump), and a failed callout system at the Cottonwood Main Lift Station. The Discharger knew prior to the SSO that one 150 gpm pump was non-operational and that one 300 gpm pump was repeatedly malfunctioning. While the discharger was aware of these issues with its system, and it had contracted

with a contractor to repair and upgrade its system, it did not do so prior to the SSO event.

In addition, the second discharge point was found by chance two days after the discovery of the first discharge point. The Discharger failed to use the resources available to it, such as SCADA system data, to estimate volume discharged. If the County had used the data from the SCADA system earlier, the County should have realized that the spill footprint at the Main Lift Station could not account for the total volume lost. The second discharge point could have been located sooner which may have allowed for some volume of the SSO to be recovered.

Additionally, the County did not regularly test or keep records of testing for the callout system at the Main Lift Station. If the Discharger had conducted routine testing of the callout system, the spill total volume could have been reduced.

Together, the Discharger's conduct falls below what is expected. The Discharger did not adequately repair and upgrade its facility as necessary; did not appropriately utilize its resources to respond to the spill; and did not adequately test its backup systems.

Therefore, a multiplier value of **1.1** is appropriate.

#### Cleanup and Cooperation

This factor reflects the extent to which a discharger voluntarily cooperated in returning to compliance and correcting environmental damage. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier when there is a lack of cooperation.

The discharge was identified approximately 20 hours after it first began. Once the spill was identified, the Discharger timely notified the Central Valley Water Board, as required by the Statewide General Order, and cooperated with requests and directions from the Central Valley Water Board. The Discharger did not collect receiving water samples and no public notices were posted. Although it is required of the Discharger by the Statewide General Order (Section G.4/MRP Section A) to contact local health agencies, Regional Water Board staff contacted local health agencies. The Discharger brought out a vacuum truck to the second discharge point without notifying the Central Valley Water Board but was unable to recover any material. Rags and debris surrounding both discharge points were collected, and chlorine was sprinkled on the ground.

According to information provided by the Discharger to the Prosecution Team, the County has since replaced the faulty pumps and pump rails. The plugged pumps were cleaned. On May 29, 2019, the failed pumps were replaced. The phone line has been repaired. Subsequent testing has verified the repairs. The pump station now has sufficient pump capacity and redundancy to reliably convey double the peak flow.

From the Central Valley Water Board's perspective, the Discharger did not initially respond to the spill as thoroughly or communicate with Central Valley Water Board staff

as promptly as was expected. However, the Discharger overall has been cooperative and willing to address the concerns raised by the Prosecution Team and share needed information to resolve this matter. Therefore, a multiplier value of 1.1 is appropriate.

History of Violations

The Discharger does not have a history of violations similar to the 2 February 2019 SSO, therefore a neutral multiplier value of 1 is appropriate.

**Step 5 - Determination of Total Base Liability Amount**

The Total Base Liability is determined by applying the adjustment factors from Step 4 to the Initial Liability Amount determined in Step 2.

**Total Base Liability Amount:** This value is determined by applying the adjustment factors from Step 4 to the Initial Liability Amount determined in Step 2.

**Total Base Liability Amount, Violation 1**

$$\begin{aligned} & \$194,843 \times 1.1 \times 1.1 \times 1 = \$235,760 \\ & \text{Total Base Liability Amount, Violation 1} = \$235,760 \end{aligned}$$

**Step 6 - Ability to Pay and Ability to Continue in Business**

The ability to pay and to continue in business factor must be considered when assessing administrative civil liabilities. If the Water Board has sufficient financial information to assess the Discharger's ability to pay the Total Base Liability or to assess the effect of the Total Base Liability on the Discharger's ability to continue in business, then the Total Base Liability amount may be adjusted downward.

In this matter, the Discharger is an ongoing governmental entity with the ability to raise revenue to satisfy the liability proposed through the imposition of fees and taxes and there is no information presented to date that would evidence the inability to pay.

**Step 7 – Other Factors as Justice May Require**

As a settlement consideration, the Prosecution Team is not including any staff costs in the liability.

**Step 8 – Economic Benefit**

Pursuant to CWC section 13385(e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefits, if any, derived from the acts that constitute the violation.

The Economic Benefit is calculated to be \$407. Additional details regarding this calculation are included in Attachment C.

**Final adjusted liability**

The final adjusted liability is \$235,760.

**Step 9 – Maximum and Minimum Liability Amounts**

The maximum and minimum amounts for the discharge violation must be determined for comparison to the amounts being proposed.

**Maximum Liability:** Water Code maximum liability amount for the violation is \$4,662,270.

**Minimum Liability:** The minimum liability is calculated as the economic benefit plus 10%. The minimum liability is \$447.

**Step 10 – Final liability Amount**

The final liability amount consists of the amount of the violation, with any allowed adjustments, provided the amount is within the statutory minimum and maximum amounts. Using the Penalty Calculation Methodology, as described above, the proposed penalty is \$235,760.



ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

COTTONWOOD WASTEWATER TREATMENT PLANT

CALCULATION OF MANDATORY MINIMUM PENALTIES

(Data reported under Monitoring and Reporting Program No. R5-2010-0044 and R5-2016-0066)

EFFLUENT LIMITATION VIOLATIONS – MONITORING LOCATION EFF-001

<b>Violation Date</b>	<b>Parameter</b>	<b>Units</b>	<b>Condition</b>	<b>Final Effluent Limit</b>	<b>Reported Value</b>	<b>Violation Type</b>	<b>CIWQS ID</b>	<b>MMP Amount</b>
12/16/2013	pH	SU	Instantaneous Maximum	8.5	9.2	OEV	961627	1
12/17/2013	pH	SU	Instantaneous Maximum	8.5	9.1	OEV	961624	1
12/20/2013	pH	SU	Instantaneous Maximum	8.5	8.7	OEV	961621	1
2/12/2014	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	995027	\$3,000
11/14/2014	Total Coliform Organisms	MPN/100 mL	7-day Median	23	28	OEV	983167	N/A
4/27/2015	Total Coliform Organisms	MPN/100 mL	7-day Median	23	127	OEV	995002	N/A
4/30/2015	Total Coliform Organisms	MPN/100 mL	7-day Median	23	127	OEV	995003	N/A
11/27/2015	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	1000290	N/A
12/03/2015	Total Coliform Organisms	MPN/100 mL	7-day Median	23	89	OEV	1002004	N/A
12/21/2015	Total Coliform Organisms	MPN/100 mL	7-day Median	23	97	OEV	1002005	N/A

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

B-2

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
8/2/2016	Total Chlorine Residual	mg/L	1-Hour Average	0.019	0.051	Serious Group II	1012656	\$3,000
12/12/2016	pH	SU	Instantaneous Minimum	6.5	6.1	OEV	1017997	N/A
1/1/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	130	OEV	1020568	N/A
2/1/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	50	OEV	1022777	N/A
2/5/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	80	OEV	1022778	\$3,000
4/16/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	50	OEV	1024866	\$3,000
5/4/2017	Chlorodibromomethane	µg/L	Final MDEL	4.3	4.84	Non-Serious Group II	1034196	\$3,000
5/31/2017	Chlorodibromomethane	µg/L	Final AMEL	2.2	4.84	Serious Group II	1027046	\$3,000
5/31/2017	Dichlorobromomethane	µg/L	Final AMEL	10.6	16.8	Serious Group II	1027047	\$3,000
6/27/2017	pH	SU	Instantaneous Minimum	6.5	6.3	OEV	1045908	\$3,000
11/19/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	36	OEV	1035864	\$3,000
11/26/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	66	OEV	1035866	\$3,000
12/1/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	80	OEV	1037208	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
12/8/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	240	500	OEV	1054768	\$3,000
12/10/2017	Total Coliform Organisms	MPN/100 mL	7-day Median	23	130	OEV	1037209	\$3,000
3/18/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	110	OEV	1042236	\$3,000
4/12/2018	Total Chlorine Residual	mg/L	4-Day Average	0.011	0.04	Serious Group II	1055762	\$3,000
4/12/2018	Total Chlorine Residual	mg/L	1-Hour Average	0.019	0.16	Serious Group II	1043265	\$3,000
4/16/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	50	OEV	1043264	\$3,000
4/22/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	801	OEV	1055758	\$3,000
5/13/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	50	OEV	1054772	\$3,000
6/27/2018	pH	SU	Instantaneous Minimum	6.5	6.3	OEV	1055761	\$3,000
7/5/2018	Copper	µg/L	Final MDEL	34.7	43.7	Serious Group II	1054777	\$3,000
7/5/2018	Zinc	µg/L	Final MDEL	112.2	260	Serious Group II	1054776	\$3,000
7/31/2018	Copper	µg/L	Final AMEL	20.9	43.7	Serious Group II	1046670	\$3,000
7/31/2018	Zinc	µg/L	Final AMEL	77.6	260	Serious Group II	1046671	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

B-4

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
10/8/2018	pH	SU	Instantaneous Minimum	6.5	6.3	OEV	1052360	\$3,000
12/1/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	50	OEV	1055224	\$3,000
12/15/2018	Total Coliform Organisms	MPN/100 mL	7-day Median	23	80	OEV	1055225	\$3,000
2/20/2019	Total Suspended Solids	mg/L	Daily Maximum	30	34.2	Non-Serious Group I	1057830	\$3,000
2/20/2019	Total Suspended Solids	mg/L	Weekly Average	15	34.2	Serious Group I	1057829	\$3,000
2/20/2019	Biochemical Oxygen Demand (5-day @ 20°C)	mg/L	Daily Maximum	30	122	Serious Group I	1057797	\$3,000
2/20/2019	Biochemical Oxygen Demand (5-day @ 20°C)	mg/L	Weekly Average	15	122	Serious Group I	1057795	\$3,000
2/28/2019	Biochemical Oxygen Demand (5-day @ 20°C)	% Removal	Monthly Average Minimum	85	82	Non-Serious Group I	1057831	\$3,000
2/28/2019	Total Suspended Solids	mg/L	Monthly Average	10	11	Serious Group I	1057827	\$3,000
2/28/2019	Biochemical Oxygen Demand (5-day @ 20°C)	mg/L	Monthly Average	10	35	Serious Group I	1057785	\$3,000
2/28/2019	Ammonia	mg/L	Final AMEL	7.34	8.39	Non-Serious Group I	1057734	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
3/1/2019	Total Coliform Organisms	MPN/100 mL	30-Day Maximum	240	1600	OEV	1057724	\$3,000
3/13/2019	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	1057723	\$3,000
3/14/2019	Ammonia	mg/L	Weekly Average	11.9	15	Non-Serious Group I	1057834	\$3,000
3/31/2019	Ammonia	mg/L	Monthly Average	7.34	15	Serious Group I	1057832	\$3,000
5/8/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Weekly Average	15	24	Serious Group I	1061024	\$3,000
5/11/2019	Ammonia	mg/L	Weekly Average	11.9	16.2	Non-Serious Group I	1060949	\$3,000
5/14/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Weekly Average	15	19	Non-Serious Group I	1061025	\$3,000
5/27/2019	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	1059821	\$3,000
5/28/2019	pH	SU	Instantaneous Minimum	6.5	6.3	OEV	1059823	\$3,000
5/31/2019	Ammonia	mg/L	Monthly Average	7.34	16.2	Serious Group I	1059822	\$3,000
5/31/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Monthly Average	10	15.5	Serious Group I	1061022	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

B-6

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
6/1/2019	Total Coliform Organisms	MPN/100 mL	7-Day Median	23	28.5	OEV	1061298	\$3,000
6/9/2019	Total Coliform Organisms	MPN/100 mL	7-Day Median	23	185.5	OEV	1061299	\$3,000
6/11/2019	Total Coliform Organisms	MPN/100 mL	30-Day Maximum	240	350	OEV	1061296	\$3,000
6/12/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Weekly Average	15	25	Serious Group I	1061310	\$3,000
6/12/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Weekly Average	54	70	Non-Serious Group I	1061297	\$3,000
6/30/2019	Biochemical Oxygen Demand (5-Day @ 20°C)	mg/L	Monthly Average	10	12.2	Non-Serious Group I	1061309	\$3,000
7/11/2019	Dichlorobromomethane	µg/L	Monthly Average	10.6	13.7	Non-Serious Group II	1061920	\$3,000
7/31/2019	pH	SU	Instantaneous Minimum	6.5	5.9	OEV	1061919	\$3,000
8/6/2019	Total Chlorine Residual	mg/L	1-Hour Average	0.019	0.147	Serious Group II	1064213	\$3,000
8/8/2019	Total Chlorine Residual	mg/L	1-Hour Average	0.019	0.268	Serious Group II	1064214	\$3,000
9/12/2019	pH	SU	Instantaneous Minimum	6.5	6.1	OEV	1066376	\$3,000
12/4/2019	Total Coliform	MPN/100 mL	7-Day Median	23	815	OEV	1069431	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

B-7

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
12/6/2019	Total Coliform	MPN/100 mL	7-Day Median	23	220	OEV	1069432	\$3,000
12/10/2019	Total Coliform	MPN/100 mL	7-Day Median	23	220	OEV	1069421	\$3,000
12/11/2019	pH	SU	Instantaneous Minimum	6.5	6.1	OEV	1069423	\$3,000
12/12/2019	Total Coliform	MPN/100 mL	7-Day Median	23	50	OEV	1069424	\$3,000
12/16/2019	Total Coliform	MPN/100 mL	7-Day Median	23	50	OEV	1069425	\$3,000
12/23/2019	Total Chlorine Residual	µg/L	4-Day Average	0.011	24.99	Serious Group II	1069650	\$3,000
12/23/2019	Total Chlorine Residual	µg/L	1-Hour Average	0.019	99.96	Serious Group II	1069430	\$3,000
12/26/2019	Total Coliform	MPN/100 mL	7-Day Median	23	126.5	OEV	1073695	\$3,000
12/31/2019	Total Coliform	MPN/100 mL	7-Day Median	23	145	OEV	1073696	\$3,000
1/2/2020	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	1070566	\$3,000
1/5/2020	pH	SU	Instantaneous Minimum	6.5	6.3	OEV	1070568	\$3,000
1/15/2020	pH	SU	Instantaneous Minimum	6.5	6.4	OEV	1070567	\$3,000
3/1/2020	Total Residual Chlorine	µg/L	1-Hour Average	0.019	8.85	Serious Group II	1072869	\$3,000

ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
3/1/2020	Total Residual Chlorine	µg/L	4-Hour Average	0.011	2.21	Serious Group II	1072851	\$3,000
3/9/2020	Total Coliform	MPN/100 mL	7-Day Median	23	50	OEV	1072849	\$3,000
3/12/2020	Total Coliform	MPN/100 mL	7-Day Median	23	50	OEV	1073711	\$3,000
3/20/2020	Total Coliform	MPN/100 mL	7-Day Median	23	23.5	OEV	1073712	\$3,000
3/30/2020	Total Coliform	MPN/100 mL	7-Day Median	23	70	OEV	1072850	\$3,000
4/3/202	Total Coliform	MPN/100 mL	7-Day Median	23	126.5	OEV	1075301	\$3,000
4/13/2020	Total Coliform	MPN/100 mL	7-Day Median	23	305	OEV	1075302	\$3,000
4/16/2020	Total Coliform	MPN/100 mL	7-Day Median	23	261	OEV	1075303	\$3,000
4/20/2020	Total Coliform	MPN/100 mL	7-Day Median	23	24.5	OEV	1073914	\$3,000
4/27/2020	Total Coliform	MPN/100 mL	7-Day Median	23	57	OEV	1075304	\$3,000
5/1/2020	Total Coliform	MPN/100 mL	7-Day Median	23	56	OEV	1075882	\$3,000
5/4/2020	Total Coliform	MPN/100 mL	7-Day Median	23	26	OEV	1075883	\$3,000
5/8/2020	Total Coliform	MPN/100 mL	7-Day Median	23	27	OEV	1075880	\$3,000



ATTACHMENT B TO ACL ORDER R5-2020-0553  
 CSA #17 SEWER COLLECTION SYSTEM  
 SHASTA COUNTY

Violation Date	Parameter	Units	Condition	Final Effluent Limit	Reported Value	Violation Type	CIWQS ID	MMP Amount
5/11/2020	Total Coliform	MPN/100 mL	7-Day Median	23	802	OEV	1075878	\$3,000
5/11/2020	Total Coliform	MPN/100 mL	Not to Exceed Limit <sup>2</sup>	240	1600	OEV	1076789	\$3,000
5/13/2020	Total Coliform	MPN/100 mL	7-Day Median	23	240	OEV	1075876	\$3,000
5/15/2020	Total Coliform	MPN/100 mL	7-Day Median	23	300	OEV	1075877	\$3,000
5/15/2020	Total Coliform	MPN/100 mL	Not to Exceed Limit <sup>2</sup>	240	300	OEV	1076791	\$3,000
5/19/2020	Total Coliform	MPN/100 mL	7-Day Median	23	300	OEV	1075884	\$3,000
5/19/2020	Total Coliform	MPN/100 mL	Not to Exceed Limit <sup>2</sup>	240	300	OEV	1076792	\$3,000
5/26/2020	Total Coliform	MPN/100 mL	7-Day Median	23	300	OEV	1075879	\$3,000
5/26/2020	Total Coliform	MPN/100 mL	Not to Exceed Limit <sup>2</sup>	240	300	OEV	1076793	\$3,000
5/28/2020	Total Coliform	MPN/100 mL	7-Day Median	23	158.5	OEV	1075881	\$3,000
							<b>Total</b>	<b>\$282,000</b>

Notes: <sup>1</sup>Violation penalty has already been assessed.

<sup>2</sup>Not to exceed limit more than once in any 30-day period.

OEV: other effluent violation

Serious Group I: any waste discharge that exceeds the effluent limitations for a group I pollutant by 40% or more.

Serious Group II: any waste discharge that exceeds the effluent limitations for a group II pollutant by 20% or more.

Non-Serious Violation: A non-serious violation will be subject to MMPs if the discharger does any one of the following four or more times in any period of 180 days:

- (a) violates a WDR effluent limitation;
- (b) fails to file a report of waste discharge pursuant to California Water Code section 13260;
- (c) files an incomplete report of waste discharge pursuant to California Water Code section 13260; or
- (d) violates a whole effluent toxicity limitation where the WDRs do not contain pollutant-specific effluent limitations for any toxic pollutants.

<b>Economic Benefit Analysis</b>									
<b>Shasta County SSO</b>									
Compliance Action	One-Time Non-Depreciable Expenditure				Non-Compliance Date	Compliance Date	Penalty Payment Date	Discount Rate	Benefit of Non-Compliance
	Amount	Basis	Date	Delayed?					
Repair to lift station rails and pumps	\$ 55,486	PCI	10/10/2019	Y	2/2/2019	5/29/2019	10/10/2019	4.00%	407
<b>Income Tax Schedule:</b> Municipality <b>USEPA BEN Model Version:</b> Version 2019.0.0 (March 2019) <b>Analyst:</b> Ruey-wen Wang <b>Date/Time of Analysis:</b> 2/5/20 13:06  <b>Assumptions:</b>								<b>Total Benefit: \$</b>	<b>407</b>
Attorney Client Privileged									

Attachment D to ACL Order R5-2020-0553  
Shasta County Service Area No. 17 Cottonwood (CSA 17)  
Description of Enhanced Compliance Action (ECA)

1. **Project Title:** CSA 17 Collection System Improvement Project – Additive Alternative A, Replacement of Deficient Pipeline and Raising of Manholes
2. **Service Area:** CSA 17
3. **Name of Responsible Entity:** Shasta County
4. **Estimated Cost for Project Completion:** Replacement of an existing 12-inch deficient wastewater collection pipeline, as well as raising up two manholes that frequently backup and nearly overflow has an estimated construction cost of at least \$65,000 based upon similar prevailing wage rate public works projects recently constructed in the north state incremented by the Engineering News Record Construction Cost Index, which stands at 11,418 for May 2020. This cost does not include environmental, design, or construction management fees nor staff costs associated with engineering design support and project management. Hence the cost will far exceed the \$60,000 in suspended liabilities.
5. **County Contact Information:** Troy Bartolomei, Deputy Director - Operations  
Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
530-245-6827  
[tbartolomei@co.shasta.ca.us](mailto:tbartolomei@co.shasta.ca.us)
6. **Project Goals and Description:** The CSA 17 Collection System has documented areas subject to infiltration and inflow (I&I) and sags as indicated by closed circuit television (CCTV) inspection of the entire system. The CSA 17 Collection System Improvement Project for which grant funding has been obtained will address many of these issues. The goal of this project is to add to the currently planned scope of the Collection System Improvement Project to replace a deficient pipeline with sags and raise manholes that contribute I&I and cause wastewater backups with the potential to result in sanitary sewer overflows (SSOs). An existing section of 12-inch pipeline is known to be in a problem area where backups and overflows have threatened to occur. As such, Shasta County now desires to add this section of pipeline to the scope of the previously planned Collection System Improvement Project. Refer to attached Figure 1 for a map of the CSA 17 Collection System showing improvements to be completed as part of the grant-funded project in red, as well as improvements added to the scope to be paid for by County funds as part of this ECA in orange. All improvements will reduce system I&I, sags, and other pipeline deficiencies to increase pipe capacity and reduce occurrences of backups and SSOs.

**7. Water Quality and Beneficial Uses:** The CSA 17 Collection System sends all wastewater to the CSA 17 WWTP, which discharges to Cottonwood Creek, a water of the United States and tributary to the Sacramento River. The Sacramento River Basin Plan defines the following beneficial uses for Cottonwood Creek as follows:

Existing:

- Municipal and domestic water supply (MUN)
- Agricultural irrigation and stock supply watering (AGR)
- Water contact recreation including canoeing and rafting (REC-1)
- Other non-contact water recreation (REC-2)
- Warm freshwater habitat (WARM)
- Cold freshwater habitat (COLD)
- Cold migration of aquatic organisms (MIGR)
- Spawning, reproduction, and/or early development, warm and cold (SPWN)
- Wildlife habitat (WILD)

Potential:

- Industrial process supply (PROC)
- Industrial service supply (IND)
- Hydropower generation (POW)

Many drainages within the CSA 17 Service Area Boundary also eventually flow to Cottonwood Creek. As such, any SSOs that occur within the area have the potential to reach Cottonwood Creek. Reduction of system I&I, sags, and other pipeline deficiencies will increase pipe capacity and reduce occurrences of backups and SSOs. This will result in improved water quality in Cottonwood Creek for all beneficial uses.

**8. Confirmation that the Compliance Project Contains Only Measures that Go Above and Beyond Applicable Obligations of the Discharger:** Shasta County is under no prior obligation to complete the above-described pipeline and manhole improvements. These improvements exceed regulatory requirements and therefore qualify as an ECA.

**9. Demonstration that the Compliance Project Does Not Directly Benefit, in a Fiscal Manner, a Water Board's Functions, Its Members, or Its Staff:** The project does not directly benefit, in a fiscal manner, the Water Board's functions, its members, or its staff. The project is not a conflict of interest for the Water Board.

**10. Project Schedule, Milestones, and Deliverables:** The CSA 17 Collection System Improvement Project Funding Agreement was executed on 5 March 2020. Per the Funding Agreement, construction of the project must be completed no

later than 31 March 2023. As such, construction of the improvements described in Item Number 6 above will be completed by this date. The improvements specific to this ECA are anticipated to be a separate bid line item for ease of project tracking from the remaining project components.

Shasta County is responsible for providing all deliverables described below:

Deliverables:

Progress Report: Shasta County will submit a progress report including, at a minimum, updated construction photographs, a summary of budget expenditures to-date, and a summary of the status of the pipeline section and manhole improvements described in Item Number 6 above.

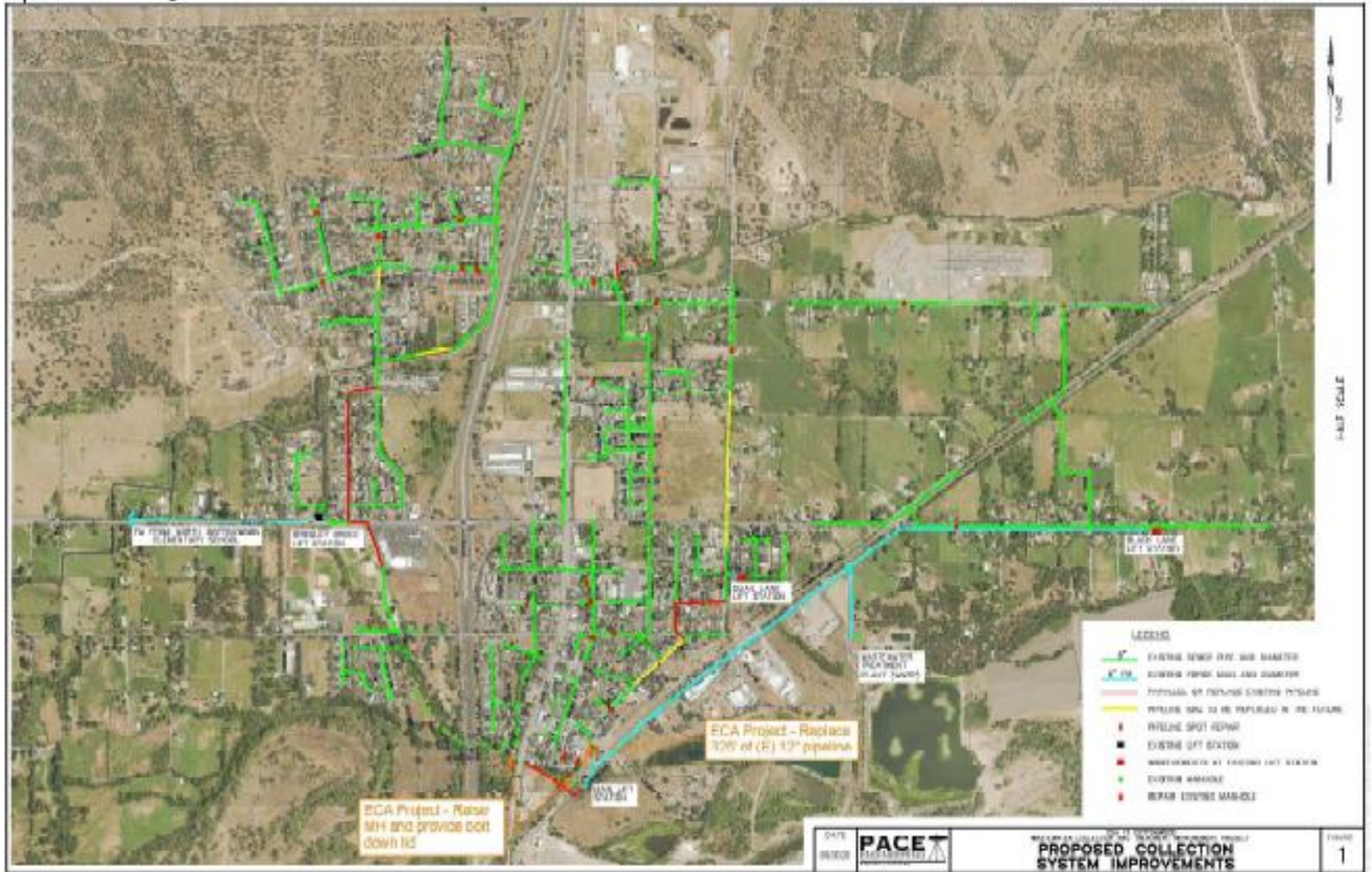
**Due Date:** Quarterly, until construction of the pipeline section and manhole improvements are complete. Reports are due two weeks from the end of each quarter, i.e. Quarter 1 due April 14<sup>th</sup>, Quarter 2 due July 14<sup>th</sup>, Quarter 3 due October 14<sup>th</sup>, and Quarter 4 due January 14<sup>th</sup> of the following year.

Final Report: The final report will document that the ECA has been completed, will include a summary of all completed tasks, and will have an accounting of all expenditures. The accounting will clearly show whether the final cost of the successfully completed ECA was less than, equal to, or more than the suspended liability amount of \$60,000. The following statement will be included above the signature line of the report: *"I certify under penalty of perjury that the foregoing is true and correct."*

**Due Date:** Two months after completion of construction of the pipeline section and manhole improvements, but no later than 31 May 2023.

**11. Reports to the Water Board:** Shasta County shall submit all deliverables, reports, and accounting invoices pertaining to this project to the Central Valley Water Board, Redding Office.

Attachment D – Figure 1



Attachment E to ACL Order R5-2020-0553  
Shasta County Service Area No. 17 Cottonwood (CSA 17)  
Description of Compliance Project for Mandatory Minimum Penalties

1. **Project Title:** Cottonwood Wastewater Treatment Plant Improvement Project – Additive Alternative A, Installation of Redundant Traveling Bridge Sand Filter
2. **Service Area:** CSA 17
3. **Name of Responsible Entity:** Shasta County
4. **Estimated Cost for Project Completion:** Rehabilitation of the existing traveling bridge sand filter at the Cottonwood Wastewater Treatment Plant (WWTP) has a construction cost of \$572,853 per the lowest bidder in the public bid opening on August 15, 2019. This cost does not include design or construction management fees nor staff costs associated with engineering design support and project management. Hence the cost will far exceed the \$282,000 in Mandatory Minimum Penalties (MMPs).
5. **County Contact Information:** Troy Bartolomei, Deputy Director - Operations  
Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
530-245-6827  
[tbartolomei@co.shasta.ca.us](mailto:tbartolomei@co.shasta.ca.us)
6. **Project Goals and Description:** The goal of this project is to have a redundant filter at CSA 17 for ease of operations and maintenance. A new filter is being constructed as part of the base bid part of the project; however, the existing filter is obsolete, and replacement parts cannot be obtained. One filter is operated at all times and therefore cannot be taken offline for maintenance, as such Shasta County desires to include Additive Alternative A to the project to retrofit the existing filter. A redundant filter will allow for a filter to be taken offline annually for deep cleaning and other preventative maintenance thus maximizing filter useful life.
7. **Water Quality and Beneficial Uses:** The CSA 17 WWTP discharges to Cottonwood Creek, a water of the United States and tributary to the Sacramento River. The Sacramento River Basin Plan defines the following beneficial uses for Cottonwood Creek as follows:

Existing:

- Municipal and domestic water supply (MUN)
- Agricultural irrigation and stock supply watering (AGR)
- Water contact recreation including canoeing and rafting (REC-1)
- Other non-contact water recreation (REC-2)
- Warm freshwater habitat (WARM)



- Cold freshwater habitat (COLD)
- Cold migration of aquatic organisms (MIGR)
- Spawning, reproduction, and/or early development, warm and cold (SPWN)
- Wildlife habitat (WILD)

Potential:

- Industrial process supply (PROC)
- Industrial service supply (IND)
- Hydropower generation (POW)

In recent years, a majority of the WWTP effluent limit violations can be attributed to the existing deficient filter, which has met its useful service life, including but not limited to total coliform, total chlorine residual, and disinfection byproducts. The existing carriage mounted backwash hood has wheels that run along plates that are not evenly aligned, thereby resulting in uneven and inadequate backwashing and filter overflows. Filter overflows then affect the downstream chlorination process, thus resulting in additional effluent limit violations associated with too much or too little chlorine dosing. A redundant filter will allow for both filters to be taken offline on a regular basis for deep cleaning and other preventative maintenance, thus maximizing filter useful life while minimizing future overflows. This will result in improved water quality in Cottonwood Creek for all beneficial uses.

- 8. Confirmation that the Compliance Project Contains Only Measures that Go Above and Beyond Applicable Obligations of the Discharger:** Shasta County is under no prior obligation to install this redundant filter. This installation exceeds regulatory requirements and therefore qualifies as a Compliance Project.
- 9. Demonstration that the Compliance Project Does Not Directly Benefit, in a Fiscal Manner, a Water Board's Functions, Its Members, or Its Staff:** The project does not directly benefit, in a fiscal manner, the Water Board's functions, its members, or its staff. The project is not a conflict of interest for the Water Board.
- 10. Project Schedule, Milestones, and Deliverables:** The Notice to Proceed for the Project, including Additive Alternative A, was given to the contractor on October 14, 2019. Construction is currently underway on the new filter. The new filter must be functionally tested and put online before work on Additive Alternative A can begin. The contractor currently has this scheduled to begin by October 2020, although this may be adjusted as construction progresses. Final completion date of the project is 7 May 2021. All work, including the filter, will be completed by this date.

Shasta County is responsible for providing all deliverables described below:

Deliverables:

Progress Report: The County will submit a progress report including, at a minimum, updated construction photographs, a summary of budget expenditures to-date, and a summary of the status of the redundant traveling bridge filter improvements.

**Due Date:** Quarterly, until construction of the redundant filter is complete and accepted by Shasta County. Reports are due two weeks from the end of each quarter, i.e. Quarter 1 due April 14th, Quarter 2 due July 14th, Quarter 3 due October 14th, and Quarter 4 due January 14th of the following year.

Final Report: The final report will document that the Compliance Project has been completed, will include a summary of all completed tasks, and will have an accounting of all expenditures. The accounting will clearly show whether the final cost of the successfully completed compliance project was less than, equal to, or more than the liability suspended amount of \$282,000. The following statement will be included above the signature line of the report: *“I certify under penalty of perjury that the foregoing is true and correct.”*

**Due Date:** Two months after the redundant filter is accepted by Shasta County, but no later than 7 July 2021.

**11. Reports to the Water Board:** Shasta County shall submit all deliverables, reports, and accounting invoices pertaining to this project to the Central Valley Water Board, Redding Office.