

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
NORTH COAST REGION**

In the matter of:)	
)	Order R1-2016-0049 (Proposed)
Fort Bragg Municipal)	
Improvement District No. 1)	SETTLEMENT AGREEMENT AND
City Of Fort Bragg WWTF)	STIPULATION FOR ENTRY OF
Complaint No. R1-2016-0030 for)	ADMINISTRATIVE CIVIL LIABILITY ORDER
Administrative Civil Liability)	
)	
Attn: Tom Varga)	
WDID No. 1B84083OMEN)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation, Order, or Stipulated Order) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the Fort Bragg Municipal Improvement District No. 1 (the Discharger) (collectively Parties) and is presented to the Regional Water Board for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability (ACL) Complaint No. R1-2016-0030 (Complaint), dated July 22, 2016, to the Discharger.

Section II: Recitals

1. The Discharger owns and operates the City of Fort Bragg Wastewater Treatment Facilities (WWTF) located at 101 West Cypress Street, Fort Bragg, California in Mendocino County. The WWTF serves a residential population of approximately 7,000 from the City of Fort Bragg and adjacent unincorporated areas.
2. The Regional Water Board has determined that the Discharger meets the requirements under Water Code section 13385, subdivision (k), and the State Water Resources Control Board (State Water Board) Water Quality Enforcement Policy (Enforcement Policy) to be recognized as a publicly owned treatment works (POTW) serving a small community with a financial hardship.
3. The Discharger was subject to the waste discharge requirements established in Waste Discharge Requirements (WDRs) Order No. R1-2009-0030 from July 24, 2009,

through August 31, 2015, and WDRs Order No. R1-2015-0024, which became effective on September 1, 2015. Although the Discharger was subject to WDRs Order No. R1-2009-0030 and WDRs Order No. R1-2015-0024 during the Complaint Period (January 1, 2014 through December 31, 2015), the effluent violations alleged in the Complaint all occurred prior to the effective date of Order No. R1-2015-0024, so were subject to the limits specified in Order No. R1-2009-0030.

4. On July 22, 2016, the Prosecution Team issued the Complaint to the Discharger. The Discharger's self-monitoring reports for the Complaint Period document 15 violations of effluent limitations for total suspended solids (TSS), total chlorine residual, biochemical oxygen demand (BOD), and total coliform contained in WDRs Order No. R1-2009-0030. Of the 15 effluent violations, 13 violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in the Complaint, for an administrative civil liability totaling \$39,000.
5. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code section 13385 set forth in the Complaint, and the Parties have agreed to the imposition of administrative civil liability in the amount of thirty-nine thousand dollars (\$39,000) in MMPs against the Discharger. The Parties have further agreed that the Discharger will apply these penalties toward the cost to complete a Compliance Project (CP), in accordance with the terms of this Stipulation and Order.
6. The resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives and meets the requirements under Water Code section 13385, subdivisions (h) and (i), and the Enforcement Policy, so that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation, and that this Stipulation is in the best interest of the public.

Section III: Stipulations

The Parties stipulate to the following:

7. **Jurisdiction:** The Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.
8. **Administrative Civil Liability:** The Discharger is subject to administrative civil liability in the amount of thirty-nine thousand dollars (\$39,000) in mandatory

minimum penalties, the total of which shall be suspended (Suspended Liability) pending completion of a CP, as set forth herein and described in Exhibit "A" attached hereto, and incorporated by this reference.

9. **CP Description:** The CP consists of two separate sub-projects, CP1 and CP2. CP1 involves the installation of an influent flow meter that will allow Facility operators to adjust treatment based on measured influent flows and pollutant loadings; thus reducing the likelihood of TSS and BOD effluent limit exceedances. CP2 involves the installation of disinfection analyzers that will allow Facility operators to automatically measure chlorine and bi-sulfite levels prior to discharge and will alert operators of any malfunctions; thus reducing the likelihood of total chlorine residual and total coliform effluent limit exceedances. Additional information on the CP as provided by the Discharger is contained in Exhibit "A" and made a part of this Stipulation.
10. **Milestone Requirements:** The Discharger agrees that this Stipulation include the eight Milestone Requirements set forth below. The Discharger proposed these Milestone Requirements. The Discharger acknowledges that credit for completing any Milestone Requirement is dependent on the Regional Water Board's or its delegate's adoption of this Stipulation as an Order. The implementation schedule for completion of the CP is as follows:

CP1: INFLUENT FLOW METER	
Milestone	Deadline
Contract to Install Flow Meter	3/2/17
Complete Installation	6/30/17
Influent Meter is Operational	9/10/17
Submit Final Report (by email)/CP1 is Completed. Report shall include a detailed list of expenditures.	10/10/17
CP2: DISINFECTION ANALYZERS	
Milestone	Deadline
Purchase Analyzers	12/1/16
Complete Installation	3/1/17
Analyzers are Operational	4/1/17
Submit Final Report (by email)/CP2 is Completed. Report shall include a detailed list of expenditures.	5/1/17

11. **CP Costs:** The total MMP amount is \$39,000. This total amount can be broken into two components consistent with the two CP sub-projects.

CP1 - Of the total MMP amount, \$30,000 is being assessed against violations of TSS and BOD exceedances. These violations will be addressed with the expenditure of \$45,000 for the installation of an influent flow meter.

CP2 - Additionally, \$9,000 in MMPs is being assessed against exceedances of total chlorine residual and no MMPs are assessed for exceedances of total coliform, but these violations will be addressed with the expenditure of \$12,500 for the installation of disinfectant analyzers to monitor chlorine and bisulfite levels and to help correct exceedances of chlorine residual and total coliform.

To summarize, the Discharger anticipates the CP to cost \$57,500. The amount of the liability to be suspended upon completion of the CP is \$39,000 in MMPs, as expressly authorized by Water Code section 13385, subdivision (k). No additional liability above and beyond the \$39,000 shall be suspended for costs incurred to complete the CP.

12. **CP Completion Date:** The CP2 shall be concluded by May 1, 2017 and CP1 shall be completed by October 10, 2017 (CP1 and CP2 Completion Dates). A final report certifying the completion of the CPs shall be provided to the Regional Water Board and the State Water Resources Control Board's Division of Financial Assistance by May 1, 2017 and October 10, 2017 as described in paragraph 15.
13. **Failure to Complete the CP:** Except as provided for in paragraph 19, if the CP as described in this Order is determined to be infeasible, or if the Discharger fails to complete the CP by the CP Completion Date, the Regional Water Board shall issue an invoice to the Discharger in the amount of \$39,000 plus CP oversight costs incurred. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account the Suspended Liability within 30 days of receipt of the invoice.
14. **CP Oversight:** The Discharger will oversee implementation of the CP. Additional oversight will be provided by the Regional Water Board. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Regional Water Board to oversee the CP. The CP oversight costs are in addition to the total administrative civil liability imposed against the Discharger and are not credited toward the Discharger's obligation to implement and complete the CP. Reasonable oversight tasks to be performed by the Regional Water Board include but are not limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the CP.
15. **Representation of the Discharger:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents that it will utilize the funds as described in Exhibit "A" to implement the CP in accordance with the implementation schedule set forth in Paragraph 11 above. The Discharger understands that its promise to implement the CP, 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 Regional Water Board.

- 16. Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the CP:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents and agrees that (1) it will implement and complete the CP as described in this Stipulation and Order; (2) it will provide certifications and written reports to the Designated Regional Water Board Representative consistent with the terms of this Stipulation detailing the implementation of the CP; and (3) it will guarantee implementation of the CP identified in Paragraph 9 and Exhibit "A" by remaining liable for the Suspended Liability until the CP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the CP. The Discharger shall permit inspection of the CP by the Regional Water Board staff at any time without notice.
- 17. Certification of Completion of CP:** On or before May 1, 2017 and October 17, 2017, the Discharger shall provide a certified statement of completion of CP2 and CP1 (Certifications of Completion), respectively. The Certification shall be submitted by a responsible official under penalty of perjury under the laws of the state of California, to Regional Water Board staff. The Certification of Completion shall include the following:

 - a. Certification that the CP has been completed in accordance with the terms of this Stipulation and Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the CP and the costs incurred by the Discharger.
 - b. Certification documenting the expenditures by the Discharger during the completion period for the CP. Expenditures may include, but are not limited to, payments to outside vendors or contractors implementing the CP. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify CP expenditures.
 - c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the CP including but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act.
- 18. Third Party Financial Audit of CP:** At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an

independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') 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 Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.

- 19. Failure to Expend the Entire Suspended Liability on the Approved CP:** In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire suspended liability of \$39,000 has been spent for the completed CP, the Discharger shall pay the difference between the suspended liability of \$39,000 and the amount the Discharger can demonstrate was actually spent on the CP, as administrative civil liability. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account the additional administrative civil liability within 30 days of receipt of notice of the Regional Water Board staff's determination that the Discharger failed to demonstrate that the entire CP Amount was spent to complete the CP.
- 20. Extension of the Implementation Schedule Deadlines:** If, given written justification from the Discharger and the Regional Water Board, staff determines that a delay in the CP implementation schedule is beyond the reasonable control of the Discharger, the Executive Officer may revise the implementation schedule as appropriate. Written justification must be received by the Designated Regional Water Board Representative before the specific due date occurs, must describe circumstances causing the delay, and must state when each task of the CP will be completed.
- 21. Completion of the CP to the Regional Water Board Staff's Satisfaction:** Upon the Discharger's satisfaction of its CP obligations under this Stipulation and completion of the CP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the CP. Receipt of this letter shall terminate any further CP obligations of the Discharger and result in the dismissal of the Suspended Liability.
- 22. Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional administrative civil liability.
- 23. 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.

24. No Waiver of Right to Enforce: The failure of the Prosecution Team or Regional 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 Regional 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 Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.

25. Party Contacts for Communications related to Stipulation/Order:

For the Regional Water Board:

Cecile Morris
Water Resource Control Engineer
North Coast Regional Water Quality
Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Cecile.Morris@waterboards.ca.gov
(707) 576-2347

For the Discharger:

Tom Varga
Director of Public Works
Fort Bragg MID No. 1
City of Fort Bragg WWTF
416 N. Franklin Street
Fort Bragg, CA 95437
TVarga@fortbragg.com
(707) 961-2823

26. Attorney's Fees and Costs: Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

27. Public Notice: The Discharger understands that this Stipulation and Order will be noticed for a 30-day public comment period prior to consideration by the Regional Water Board. In the event objections are raised during the public comment period, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Stipulation and Order as necessary or advisable under the circumstances. If the Regional Water Board Assistant Executive Officer or other Prosecution Staff receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board for adoption, the Regional Water Board Assistant Executive Officer may unilaterally

declare this Stipulated Order void and decide not to present the Order to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated and Order.

28. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
29. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
30. **Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its Executive Officer.
31. **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.
32. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. 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 the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
33. **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 Regional Water Board prior to the adoption of the Order.
34. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
35. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation and/or Order nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.
36. **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 the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this action.
37. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional 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 Order.
38. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

- 39. Severability:** This Stipulations and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
- 40. Counterpart Signatures:** This Stipulation may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulation may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
- 41. Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board, which incorporates the terms of this Stipulation.

IT IS SO STIPULATED.

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

By: _____

**Shin-Roei Lee
Assistant Executive Officer**

Fort Bragg Municipal Improvement District No. 1

Date: 11/4/16

By: _____

**Tom Varga
Director of Public Works**

Findings of the Regional Water Board:

IT IS HEREBY ORDERED:

- 42.** The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, the Discharger hereby agrees to comply with the terms and conditions of this Order.
- 43.** The Regional Water Board finds that the Recitals set forth herein in Section II of the Stipulation are true.

44. Pursuant to Water Code section 13385, subdivision (k), the Regional Water Board may, in lieu of assessing all or a portion of mandatory minimum penalties pursuant to Water Code section 13385, subdivisions (h) and (i), require a publicly owned treatment works serving a small community to spend all or a portion of mandatory minimum penalties towards the completion of a CP proposed by the publicly owned treatment works. The CP must conform to the requirements specified in the State Water Board Water Quality Enforcement Policy (Enforcement Policy).
45. On November 17, 2009, the State Water Board adopted Resolution No. 2009-0083 amending the Water Quality Enforcement Policy (Enforcement Policy). The Enforcement Policy was approved by the Office of Administrative Law and became effective on May 20, 2010. The policy can be found at:
http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

Section VIII of the Enforcement Policy states that CPs shall only be considered where they are expressly authorized by statute, i.e., Water Code section 13385, subdivision (k), and may not be considered in connection with discretionary administrative civil liability.

46. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional 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(a)(2), Title 14, of the California Code of Regulations.
47. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Dischargers fail to perform any of its obligations under the 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, North Coast Region.

Matthias St. John
Executive Officer

Enclosure: Exhibit A

EXHIBIT "A"

Administrative Civil Liability Complaint (ACL) # R1-2016-0030 - City of Fort Bragg

Compliance Projects

The City of Fort Bragg proposes to expend funds in excess of the Mandatory Minimum Penalties that will correct the underlying causes of the violations described in ACL R1-2016-0030. These violations involve exceedances of: Total Suspended Solids (TSS), Biochemical Oxygen - Biological Oxygen Demand, 5 day demand (BOD₅), Total Coliform, and Total Chlorine Residual. The applicable discharge limits are spelled out in Waste Discharge Requirements (WDRs) for the Fort Bragg Municipal Improvement District No. 1 Wastewater Treatment Facility as described in ACL Complaint No. R1-2016-0030.

Two separate Compliance Projects (CPs) are proposed to address the violations. One project involves the installation of an influent flow meter that will address issues involving TSS and BOD₅. The other project involves the installation of disinfection analyzers to address the Total Chlorine Residual issue as well as Total Coliform.

As noted in the ACL, the total Minimum Mandatory Fine (MMF) is \$39,000. This can be broken into two components consistent with the two proposed CPs. \$30,000 of the MMF is being assessed against the TSS and BOD₅ exceedances. This will be addressed with the expenditure of \$45,000 for an influent flow meter at the City's Waste Water Treatment Facility (WWTF). \$9,000 of the MMF is being assessed against the Total Chlorine Residual exceedances. There was no MMF assessed for the Total Coliform exceedances. Nevertheless, these will be addressed with the expenditure of \$12,500 for the installation of disinfectant analyzers to monitor chlorine and sulfite levels.

1) The facility must be a Publicly Owned Treatment Works serving a small community (defined as serving 10,000 or fewer persons or a rural county, with a financial hardship);

The City of Fort Bragg has a population of 7,672 (January 1, 2016; California Department of Finance estimate). The City is designated as a Severely Economically Disadvantaged Community by the American Community Survey and believes it meets the eligibility requirements of a small community with a financial hardship. The criterion of local Median Household Income (MHI) being less than 80% of the State MHI is demonstrated by the City's status as Severely Disadvantaged Community.

2) CP is designed to correct the violations within 5 years;

As noted, two Compliance Projects are being proposed. They are detailed below:

A. Waste Water Treatment Facility (WWTF) influent flow meter.

The existing WWTF is an aging facility that needs a variety of upgrades to meet the needs of the modern regulatory environment. An important element of this is to accurately measure the influent flows arriving at the WWTF. Doing so allows the facility's operators to adjust the

treatment train as necessary to accommodate variations in flow and mass loadings. Depending on the constituent being measured (e.g. TSS or BOD₅ Exceedances), testing for mass loading takes from 1 to 5 days to complete. The influent flow meter will provide essential data allowing for the correlation of flow levels with mass loading levels. This, in turn, will allow waste water treatment operators to make initial adjustments to the treatment train before testing results are available for confirmation. A more timely process response will greatly reduce the risk of exceedances.

The equipment for measuring the influent flow, (Parshall flume and ultrasonic flow depth sensor) is on hand. The following is a more detailed time table for the installation of the influent meter:

Contract to install equipment:	March 2, 2017
Installation complete:	June 30, 2017
Influent meter operational:	September 30, 2017

B. Disinfectant Analyzers

The Total Chlorine Residual exceedance was caused by the failure of old equipment which resulted in an unexpected exceedance of residual chlorine. Chlorine residual was historically monitored visually with a Venturi meter and gauge. This has been partially corrected by the replacement of the old chlorine gas disinfectant system with a new sodium hypochlorite system and sodium bisulfite neutralization system. The City would like to finish the upgrade by adding a chlorine analyzer and a bi-sulfite analyzer to precisely and automatically monitor the levels of these chemicals in the disinfection portion of the treatment train. These analyzers will each monitor the effectiveness of neutralizing the residual chlorine in treated waste water before discharge to the outfall. The two analyzers will provide monitoring redundancy in the event one should fail thus preventing any future residual chlorine exceedances. Both analyzers are also alarmed for the timely notification of an operator in the event of problems. This redundancy and upgraded operator notification process will correct the original problem when the previous system failed.

Furthermore, the possibility of inadequate chlorination leading to Total Coliform exceedances will be prevented with this disinfection system that ensures proper residual chlorine levels.

The following is a more detailed time table for accomplishing the installation of the influent meter:

Purchase analyzers:	December 1, 2016
Installation:	March 1, 2017
Analyzers operational:	April 1, 2017

3) A financing plan has been prepared to complete the CP;

In its current budget, the City has allocated funds in the following amounts:

	<u>Cost</u>	<u>MMF</u>
A. Influent flow meter	\$45,000	\$30,000
Chlorine analyzer	\$ 4,000	
Sulfite analyzer	<u>8,500</u>	
B. Total, analyzers	\$12,500	\$ 9,000

4) CP meets the criteria in the Enforcement Policy;

Upon reviewing the enforcement policy for Compliance Projects (CPs), the City believes the criteria will be met. The key provisions have been discussed in the paragraphs above. The City wishes to pursue these CPs as they will effectively address the issues resulting in ACL in a timely manner.

Upon completion of the CPs, a final report will be submitted to the Water Board detailing the work done, fund expenditures, and goals achieved. Publicity involving the CPs will state in a prominent manner that the CP is being undertaken as part of a settlement agreement for an enforcement action undertaken by the Water Board.