

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

In the matter of:)	
)	Order R1-2021-0043
Redway Community Services District, Wastewater Treatment Facility)	SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER
Attn: Cody Cox General Manager Redway Community Services District)	
<u>WDID No. 1B83147OHUM</u>)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Regional Water Quality Control Board, North Coast Region, Prosecution Team (Prosecution Team) and Redway Community Services District (Discharger) (collectively, Parties) and is presented to the Regional Water Quality Control Board, North Coast Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves the violations reported by the Discharger from March 18, 2014 through November 30, 2018, by the imposition of administrative civil liability against the Discharger in the amount of \$30,000.

Section II: Recitals

1. The Discharger owns and operates a wastewater treatment facility (WWTF), a publicly owned treatment works (POTW), located at 1150 Evergreen Road, Suite 2, in Redway, within Humboldt County. From March 18, 2014, to the effective date of this Stipulated Order, the Discharger was or is subject to the following requirements issued by the Regional Water Board:

Regulatory Measure	Order Number	Effective Dates
NPDES Permit	R1-2011-0046	09/01/2011 - 04/30/2017
NPDES Permit	R1-2017-0006	05/01/2017 - Present

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2. During the respective effective dates listed above, Waste Discharge Requirements (WDRs) Order Nos. R1-2011-0046 and R1-2017-0006 (National Pollutant Discharge Elimination System (NPDES) Permit No. CA0022781) established, among other things, final effluent limitations for discharges from the Discharger's permitted discharge locations, Discharge Points 001 and 002.
3. On February 5, 2019, Regional Water Board staff invited the Discharger to enter into settlement discussions prior to issuance of an Administrative Civil Liability Complaint for mandatory minimum penalties (MMPs) related to exceedances of the effluent limits for total coliform and dichlorobromomethane.
4. Pursuant to Water Code section 13385, subdivision (h), the Regional Water Board shall assess a \$3,000 mandatory minimum penalty (MMP) for each serious violation. A "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable WDRs for a Group II pollutant by 20 percent or more or for a Group I pollutant by 40 percent or more.
5. Pursuant to Water Code section 13385, subdivision (i), the Regional Water Board shall assess a \$3,000 MMP for each violation whenever the person does any of the following four or more times in period of six consecutive months, except that the requirement to assess the MMP shall not be applicable to the first three violations:
 - a. Violates a WDRs effluent limitation.
 - b. Fails to file a report pursuant to Water Code section 13260.
 - c. Files an incomplete report pursuant to Water Code section 13260.
 - d. Violates a toxicity effluent limitation contained in the applicable WDRs where the WDRs do not contain pollutant-specific effluent limitations for toxic pollutants.
6. The Discharger's self-monitoring reports, from March 18, 2014 through November 30, 2018, document 13 violations of effluent limitations set forth in WDR R1-2011-0046 and R1-2017-0006. Of the 13 effluent limitation violations, 3 violations were deemed exempt from MMPs, as identified in Exhibit A, which is incorporated herein by reference. Two violations were deemed serious violations subject to MMPs for violating the effluent limitation contained in the applicable WDRs for a Group II pollutant by 20 percent or more. Eight violations were deemed chronic violations subject to MMPS for violating the effluent limitation in the applicable WDRs four or more times in a period of six consecutive months.
7. This Stipulated Order resolves the 10 effluent limitation violations subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in Exhibit A. The total proposed administrative civil liability amount is **\$30,000** (10 violations x \$3,000).

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8. Pursuant to Water Code section 13385, subdivision (k)(1), in lieu of assessing all or a portion of the MMPs, the Regional Water Board may require a POTW serving a small community to spend an equivalent amount towards completion of a compliance project proposed by the POTW, if the Regional Water Board finds all of the following:
 - a. The compliance project is designed to correct the violations in five years.
 - b. The compliance project is in accordance with the State Water Resources Control Board's (State Water Board's) 2017 Water Quality Enforcement Policy (Enforcement Policy); and
 - c. The POTW has prepared a financing plan to complete the compliance project.
9. For the reasons discussed in Exhibit B, which is incorporated herein by reference, Regional Water Board staff have determined that the Discharger meets the requirements under Water Code section 13385, subdivision (k), and the State Water Board's Enforcement Policy to be recognized as a POTW serving a small community with a financial hardship. This determination makes the Discharger eligible for a compliance project.
10. Pursuant to the Enforcement Policy, the Discharger must spend an amount of money on an approved compliance project that is equal to or more than the administrative civil liability of \$30,000. The Discharger has proposed a project with an estimated cost of \$62,410, funded through money in its reserves.
11. To resolve the alleged violations set forth in Exhibit A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$30,000** against the Discharger. The \$30,000 shall be permanently suspended upon timely completion of the compliance project as detailed in Exhibit B.
12. The Parties have agreed to settle the matter without administrative or civil litigation and to present this Stipulated Order to the Regional Water Board, or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60.
13. The 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 alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the public's best interest.

Section III: Stipulations

The Parties incorporate the foregoing Recitals and stipulate to the following:

14. **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.
15. **Administrative Civil Liability:** The Discharger hereby agrees to pay the administrative civil liability totaling **\$30,000** to resolve the alleged violations. The Parties further agree that \$30,000 of this administrative civil liability shall be permanently suspended pending completion of the compliance project described in Section III, paragraph 16. If the suspended liability amount becomes due and payable pursuant to Section III, paragraphs 24 and 25, the assessed amount shall be submitted by check made payable to the "State Water Pollution Cleanup and Abatement Account," no later than 30 days following notification from the Executive Officer or its delegate. The check shall reference the Order number on page one of the Stipulated Order, and mailed to:

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

The Discharger shall provide a copy of the check via e-mail to the State Water Board, Office of Enforcement (Heather.Jidkov@waterboards.ca.gov) and the Regional Water Board (Diana.Henriouille@waterboards.ca.gov).

16. **Compliance Project Description:** The Discharger has proposed a Compliance Project (CP) consisting of three separate improvements to wastewater collection, prioritization, and rehabilitation. The first aspect of the project consists of the purchase and installation of a sewer camera crawler for the purposes of inspecting and identifying key areas of concern associated with discharge violations. The camera crawler will help to reduce the cost of rehabilitation by allowing the Discharger to pinpoint problem areas before and after rehabilitation occurs. The camera crawler manufacturer will provide specialized training to the Discharger's management staff. To ensure the Discharger's staff possess the appropriate skills and knowledge to perform camera crawler operation, sanitary sewer troubleshooting, repair technologies, and infiltration and inflow (I/I) diagnostics, the Discharger's management will incorporate the training material into general staff training sessions throughout the course of this project.

The second aspect of the project consists of monitoring lift station pumping data to prioritize zones that receive the highest I/I of stormwater. Updated lift station monitoring equipment will identify locations of high stormwater inflow.

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Locations where inflow of stormwater is a result of a landowner’s system, the Discharger will work with the individual to identify the solution and require that the landowner implement work needed to resolve the problem. The Discharger’s staff will inspect properties that are identified as high contributors to stormwater I/I, and work with the property owner to develop and implement a rehabilitation plan and schedule. Should a landowner fail to implement a rehabilitation plan in a timely manner, the Discharger may suspend utility service. The Discharger’s staff will investigate the manholes and cleanouts uphill from the lift stations to identify areas of high infiltration. After identifying the problem sections, the Discharger’s staff will operate the camera crawler after introducing dye tablets to the system, in order to identify specific problems within the system to be addressed uphill from the lift stations. Dye tracing will help identify manholes, pipes, and junctions with stormwater I/I, and establish the flow path of the storm drain network. Through visualization, the Discharger’s staff will better understand the root cause of the I/I problems and potentially be able identify the most cost-effective solution(s).

The final aspect of the project consists of developing a sanitary sewer maintenance and rehabilitation plan, in coordination with Humboldt County Department of Public Works. The plan will identify recommended sewer system rehabilitation measures for problem locations; these measures may include, but are not necessarily limited to, removing a roof drain from a cleanout, re-sealing or raising a manhole lid, replacing a section of gravity main, and reconnecting all associated laterals. Rehabilitation of the Discharger’s collection system will be an ongoing effort throughout the duration of the project. Rehabilitation will begin with the problem areas identified in the second aspect of the project. The Discharger will work with contractors to identify the most appropriate technology for rehabilitating identified issues. Not all the contributors identified in the second aspect of the project will be addressed during the first year of this project. Therefore, the Discharger will allocate a portion of its annual budget thereafter toward this program.

17. **Compliance Project Milestone Requirements:** The Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth below. 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 Stipulated Order. The implementation schedule for completion of the CP is as follows:

Task	Description	Proposed Completion Date
1	Pre-Program Training and Equipment Acquisition	Completed October 27, 2021

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Task	Description	Proposed Completion Date
2	Specialized training for equipment and I/I diagnostics	Completed October 27, 2021
3	First quarterly progress report	December 30, 2021
4	Second quarterly progress report	March 30, 2021
5	Data Collection and Prioritization	May 1, 2022
6	Identifying and prioritizing problem sites	June 1, 2022
7	Third quarterly progress report	June 28, 2022
8	Submit Rehabilitation Plan for Regional Board Approval	July 1, 2022
9	Fourth Quarterly Progress Report	September 26, 2022
10	Fifth Quarterly Progress Report	December 30, 2022
11	Sixth Quarterly Progress Report	March 30, 2023
12	Seventh Quarterly Progress Report	June 28, 2023
13	Submit Final Report/Certification of Completion	October 1, 2023

18. Representations and Agreements Regarding the Compliance Project:

- a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that it will use the suspended liability amount of \$30,000 to implement the CP. 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 Prosecution Team.
- b. The Discharger agrees to (1) spend the CP Amount as described in this Stipulated Order, (2) provide certified, written report(s) on CP implementation to the Regional Water Board consistent with the terms of this Stipulated Order, and (3) within 30 days of the CP Completion Date, provide a certification by a responsible official, signed under penalty of perjury, that the Discharger followed all applicable environmental laws and regulations in implementing the CP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and the federal Clean Water Act. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the CP at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

19. **Publicity Associated with the Compliance Project:** Whenever the Discharger or its agents or subcontractors publicize one or more elements of the CP, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against the Discharger.

20. **Progress Reports and Inspection Authority:** The Discharger shall provide quarterly reports describing the progress of CP implementation, including the status of the milestones as described in Attachment B. The Discharger agrees that Regional Water Board staff, or its third-party oversight staff, have permission to inspect the CP at any time during normal business hours without notice.

21. **Certification of Compliance Project Completion:** No later than 30 days after the CP Completion Date, a responsible official of the Discharger shall submit a final report and certified statement, signed under penalty of perjury, which documents the Discharger's expenditures during the CP completion period and documents that the Discharger completed the CP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the normal, routine work undertaken by Discharger staff. In making such certification, the signatories may rely upon normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants.

Documentation of the CP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the CP completion and the costs incurred. The Discharger shall provide Regional Water Board staff with any additional information that is reasonably necessary to verify the Discharger's CP expenditures and completion.

22. **Time Extension for Compliance Project:** The Executive Officer may extend the deadlines contained in this Stipulated Order if the Discharger demonstrates delays from unforeseeable contingencies, provided that the Discharger continues to undertake all appropriate measures to meet its deadlines. The Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline. Under no circumstances may the completion of the CP extend past five (5) years from the effective date of this Stipulated Order. Any approval of extension by the Executive Officer must be in writing.
23. **Regional Water Board Acceptance of Completed Compliance Project:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, completion of the CP, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of the Discharger under this Stipulated Order and permanently suspend the remaining penalty amount.
24. **Failure to Expend All Suspended Funds on the Approved Compliance Project:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire CP Amount was spent on the completed CP, the Discharger shall pay the difference between the CP Amount and the amount the Discharger can demonstrate was actually spent on the CP (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 15. Timely payment of the Difference shall satisfy the Discharger's obligations to implement the CP.
25. **Failure to Complete the Compliance Project:** If the CP is not fully implemented by the CP Completion Date, or if there has been a material failure to satisfy a project milestone, Regional Water Board staff shall issue a Notice of Violation to the Discharger. The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire CP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability.

Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the CP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in Section III, paragraph 15. Payment of the assessed amount shall satisfy the Discharger's obligation to implement the CP.

26. **Regional Water Board is not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the 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 Stipulated Order.

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

For the Regional Water Board:

Diana Henriouille
Senior Water Resources Control
Engineer
North Coast Regional Water
Quality Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Diana.Henriouille@waterboards.ca.gov
(707) 576-2350

For the Discharger:

Cody Cox
General Manager
Redway Community Services
District
1150 Evergreen Road, Suite 2,
Redway in Humboldt County,
California
ccox.rcsd@gmail.com
(707) 923-3101

28. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.

29. **Matters Addressed by Stipulation:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation(s) as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the completion of the CP as specified herein.
30. **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 Stipulated Order.
31. **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.
32. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegate, for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
33. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Regional Water Board's or its delegate's adoption of the Order, and public review of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board, or its delegate, have the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or the Regional Water Board requires a public hearing prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.

34. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
35. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
36. **If Order Does Not Take Effect:** In the event that the Order does not take effect because the Regional Water Board or its delegate does not approve it, or the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violation(s), 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 the following:
- 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 Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
37. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b) provides, and hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption.
38. **Waiver of Right to Petition or Appeal:** 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. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate directly related to this Stipulated Order, including, but not limited to time extensions, CP completion, and other terms contained in this Stipulated Order.

39. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the CP.
40. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
41. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.
42. **Severability:** This Stipulated Order is severable; should any provision be found invalid; the remainder shall remain in full force and effect.
43. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
44. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegate, enters the Order incorporating the terms of this Stipulated Order.

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Stipulated Administrative Civil Liability Order
Redway Community Services District WWTF

IT IS SO STIPULATED.

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

 Digitally signed by
Claudia E. Villacorta
Date: 2021.11.22
12:24:20 -08'00'

By:
Claudia Villacorta
Assistant Executive Officer

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**Redway Community
Services District**

Date:

10/15/21

By:



Print name:

Cody Cox

**Cody Cox, General Manager
Redway Community Services District**

ORDER OF THE REGIONAL WATER BOARD

45. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
46. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Regional Water Board and is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code, § 21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321(a)(2). This Order includes a Compliance Project in the North Coast Region. If the Regional Water Board determines that implementation of any plan required by this Order will have a significant effect on the environment that is not otherwise exempt from CEQA, the Regional Water Board will conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The Discharger will bear the costs, including the Regional Water Board's costs, of determining whether implementation of any plan required by this Order will have a significant effect on the environment and, if so, in preparing and handing any documents necessary for environmental review. If necessary, the Discharger and a consultant acceptable to the Regional Water Board shall enter into a memorandum of understanding with the Regional Water Board regarding such costs prior to undertaking any environmental review.
47. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under the Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, North Coast Region.

By: _____

Matthias St. John
Executive Officer

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Attachments:

- A. Effluent Limitation Violations Requiring Mandatory Minimum Penalties
- B. Compliance Project Proposal

Mandatory Penalty Administrative Civil Liability
 Redway Community Services District
 Redway Wastewater Treatment Facility
 WDID No. 1B83147OHUM NPDES No. CA0022781
 EXHIBIT "A"

Effluent Limitations Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1044078	3/18/2014	Total Coliform	Other	Monthly Median	23	170	MPN/100	Y	a	N/A	9/19/2013	Chronic	Ct. 1	N		\$0
2	1013549	05/10/2016	Dichlorobromomethane	Group 2	Daily Maximum	1.1	4.9	ug/L	N		345%	11/12/2015	Serious	Ct. 1	Y	13385(h)	\$ 3,000
3	1013550	05/31/2016	Dichlorobromomethane	Group 2	Monthly Average	0.56	4.9	ug/L	N		775%	12/03/2015	Serious	Ct. 2	Y	13385(h)	\$ 3,000
4	1026077	01/24/2017	Total Coliform	Other	Monthly Median	23	79	MPN/100	Y	a	N/A	07/28/2016	Chronic	Ct. 1	N		\$ 0
5	1026112	02/21/2017	Total Coliform	Other	Daily Maximum	230	390	MPN/100	Y	a	N/A	08/25/2016	Chronic	Ct. 2	N		\$ 0
6	1026111	02/21/2017	Dibromochloromethane	Group 2	Maximum Daily	0.8	2	ug/L	N		150%	08/25/2016	Serious	Ct. 3	Y	13385(h)	\$ 3,000
7	1035824	02/28/2017	Total Coliform	Other	Monthly Median	23	390	MPN/100	N		N/A	09/01/2016	Chronic	>CT. 3	Y	13385(i)	\$ 3,000
8	1034101	02/28/2017	Dibromochloromethane	Group 2	Monthly Average	0.56	2	ug/L	N		257%	09/01/2016	Serious	>CT. 3	Y	13385(h)	\$ 3,000
9	1025518	03/28/2017	Dichlorobromomethane	Group 2	Daily Maximum	1.1	2.2	ug/L	N		100%	09/29/2016	Serious	>CT. 3	Y	13385(h)	\$ 3,000
10	1024158	03/31/2017	Dichlorobromomethane	Group 2	Monthly Average	0.56	2.2	ug/L	N		293%	10/02/2016	Serious	>CT. 3	Y	13385(h)	\$ 3,000
11	1025484	04/25/2017	Dichlorobromomethane	Group 2	Monthly Average	0.56	2.4	ug/L	N		329%	10/27/2016	Serious	>CT. 3	Y	13385(h)	\$ 3,000
12	1025520	4/30/2017	Total Coliform	Other	Monthly Median	23	79	MPN/100	N		N/A	11/1/2016	Chronic	>CT. 3	Y	13385(i)	\$ 3,000
13	1025519	4/30/2017	Dichlorobromomethane	Group 2	Daily Maximum	1.1	2.4	mg/L	N		118%	10/27/2016	Serious	>CT. 3	Y	13385(h)	\$ 3,000

Total Penalty: \$ 30,000

Legend of Table

- a. The first three violations in a 180 day period shall not receive MMP assessment unless serious.
 Ct. Count – The number that follows represents the number of exceedances in the past 180 days. A count > than Ct. 3 means that a penalty under Water Code Section 13385 (i) applies.

- 1 - Violation occurs on sample date or last date of averaging period.
 2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more
 - For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more
 3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty.

Violation Period From March 18, 2014, through November 30, 2018

Group I Violations Assessed MMP:	0
Group II Violations Assessed MMP:	8
Other Effluent Violations Assessed MMP:	2
Violations Exempt from MMP:	3
Total Violations Assessed MMP:	10

Mandatory Minimum Penalty = (8 Serious Violations + 2 Non-Serious Violations) x \$3,000 = \$30,000

Redway Community Services District Compliance Project (CP) Proposal for a Preventative Inflow and Infiltration Program

Background

Redway CSD operates a wastewater collection and treatment facility in the community of Redway CA. The collection system consists of approximately 13.3 miles of mains and five lift stations. Some of the facilities owned and maintained by Redway CSD date back to the late 1960s and the inception of the District. There was a wastewater infrastructure upgrade project that was executed in 1997 (22 years ago) that included upgrades to three of the lift stations and some parts of the Wastewater Treatment Facility (WWTF). The rest of the collection system has been installed over the years as Redway has expanded to the current size. Many of the gravity mains, laterals and manholes are aged and worn and in need of repair. One result of this ageing system is increased inflow and infiltration (I/I) of stormwater.

The Redway CSD collection system consists of five zones. Azalea, Meadows, West Coast, Mill and Redway Gravity. All wastewater within the Redway collection system passes through the Dogwood lift station from which water is transferred via force main to the WWTF. Redway Gravity zone drains directly to the Dogwood lift station. The Azalea lift station receives water from the Azalea zone and transfers water to the Dogwood lift station. The Meadows lift station and the Mill lift station receive water from their respective zones and transfer water into the West Coast lift station. The West Coast lift station receives water from the West Coast drainage zone and the Mill and Meadows lift stations. The West Coast lift station delivers water to a high point in the Redway Gravity zone which flows into Dogwood.

Redway CSD has recently gone through a management transition. The Operations Manager and the General Manager both left the organization suddenly in October 2018. A new General Manager was hired to fill both positions. Historically the Redway CSD has not had a formal preventative I/I program. When an obvious and repairable problem arose, those were repaired. There is no program for seeking or searching for I/I and resolving those problems or for monitoring the effectiveness of the repairs. This has been identified as a deficiency of the previous management and is currently being evaluated by the current management through SWRCB Project No.: C-06-8413-110 – Wastewater Infrastructure Improvement Project. The Compliance Project (CP) Proposal will serve to complement and enhance the investigative portion of this project leading to greater understanding of the I/I issues within the system.

Maintenance and Management Activities Since the 2017 Violations

The principal reason that Redway CSD has not had to discharge into the South Fork of the Eel River since the 2017 violations is plant management. Because of the expense of the tests, the additional effort to collect the additional samples and the costs associated with violations, Redway CSD staff determined that a pre-storm operation

procedure would reduce the risk of discharge.

Since the 2017 discharges, Redway CSD monitors weather patterns and creates freeboard before major precipitation events to avoid discharge. During the days leading up to a potentially major event, the weir at the oxidation ditch is lowered as far as possible and the effluent pumps are run to move as much fluid out of the system and into the percolation ponds as possible. The 25,000-gallon aerobic digester is drained and the float switches in the chlorine contact chamber are lowered so that the effluent pumps switch on at a lower fluid level. The aerobic digester is normally operated as a side stream to reduce solids weight and volume before wasting to the drying beds. There is also an unused 15,000-gallon septage holding tank that we can use for storm surge storage (Figure 17).

During the storm event, operations staff monitor flow and levels as well as treatment activity and effectiveness. As the system fills, before the plant becomes inundated, the weir at the backside of the oxidation ditch is raised. A flow control valve between the oxidation ditch and the secondary clarifier can be used to reduce the flow to the clarifier thereby further increasing the level in the oxidation ditch. Treated water can be pumped from the contact chamber to the empty aerobic digester and to the septage holding tank to be stored for the duration of the storm surge. After the storm surge, fluid stored in the digester and the septage tank is pumped to the oxidation ditch for treatment. Fluid from the system is pumped to the percolation ponds to prepare for the next surge. The percolation ponds are constantly monitored for inundation. The percolation ponds have never come close to overflow.

This method has enabled Redway CSD to avoid discharging to the South Fork of the Eel River during the past two wet seasons despite increasing I/I issues.

Compliance Project Goals/Milestones

To be considered for a Compliance Project (CP), Redway CSD is outlining project goals that will be tracked and documented annually over the five-year duration of the project.

- 1) Redway CSD will follow the budget described in Table 1 during the first year of the project. Because the total proposed minimum mandatory penalty is \$30,000, this will satisfy the spending requirement of the CP.
- 2) Unitized I/I flow for each zone of the collection system will be documented along with project activities and spending.
- 3) The cumulative unitized I/I flow from the Redway CSD system will be reduced at the end of the two-year CP. Progress toward this goal will be reported annually.

Redway CSD is committed to continuing the Preventative I/I Program indefinitely, once the CP is complete.

Compliance Project Proposal

Task 1 – Pre-Program Training and Equipment Acquisition

Redway CSD does not currently have a preventative I/I program. Task 1 of the CP Proposal is personnel training and equipment acquisition. Redway CSD intends to purchase a sewer camera crawler for the purposes of inspecting and identifying key areas of concern related to pipeline assets such that guided and purposeful recommendations for pipeline rehabilitation can be made to address and limit future issues associated with discharge violations. The District received a quote for a sewer camera crawler, which is included as an attachment to this document as well as discussed within the Budget section below.

Sewer camera crawlers are used in pipes to visualize the problem areas and help to identify cost effective solutions. Camera crawlers can also be used in conjunction with dye tablets to identify locations where I/I is occurring. The dye is dropped into a suspected I/I source and the camera crawler verifies the exact location where the I/I is contributing to the system. This reduces the cost of rehabilitation by allowing staff to pinpoint the problem area. Using a high accuracy handheld GPS unit, staff can record these locations accurately and store video to be referenced before and after rehabilitation occurs. Locations that are rehabilitated will be re-inspected as part of on-going operations moving forward.

Specialized training is important for the success of any program. To ensure that Redway CSD staff has the appropriate skills and knowledge to perform all the tasks associated with the Preventative I/I Program, key personnel will receive specialized training. Those key personnel will bring that training material back and train the rest of the field staff. Training is available for camera crawler operation, sanitary sewer troubleshooting, repair technologies, and I/I diagnostics. A portion of the initial project budget will be dedicated to acquiring the necessary equipment and training to ensure that the program is successful.

Task 2 – Data Collection and Prioritization

As part of the District's SWRCB Wastewater Infrastructure Improvement Project lift station pumping data is being monitored to determine which zones receive I/I and how much. This analysis will result in a prioritization of the collection system zones with the highest I/I.

After the zonal prioritization, District Staff will use a two-pronged approach to further prioritizing rehabilitation work including visual inspections and use of the camera crawler and dye tablets.

Locations where inflow of stormwater is a result of a customer's system, that customer will be contacted by Redway CSD staff to resolve the problem. This may be as simple as re-routing a roof drain or replacing a cleanout cover. Customer properties that are identified as high contributors to stormwater I/I will be inspected and a rehabilitation plan will be developed with the property owner. The failure to implement a rehabilitation plan may result in the suspension of services.

The second prong of the rehabilitation prioritization will be to identify sources of high infiltration. Working uphill from the lift stations, Redway CSD staff will investigate the manholes and cleanouts to identify areas of high infiltration.

After the problem sections are identified, Redway CSD staff will operate a Closed-Circuit Television (CCTV) camera crawler and dye tablets to identify the specific problems that need to be addressed in the system. Through visualization, Redway CSD staff will better understand the root cause of the problem and potentially identify the most cost-effective solution. This will allow Redway CSD staff to prioritize sections of the collection system for rehabilitation.

Task 3 – Rehabilitation

Task 3 of the project will be system rehabilitation. This is the process of going through and making the necessary repairs or improvements to resolve the problem areas that are contributing stormwater to the collection system. This will involve working with the Humboldt County Department of Public works and with individual property owners when the problems are outside of the Redway CSD collection system. Redway CSD has been in contact with the Humboldt County Department of Public works and a pavement and storm sewer maintenance and rehabilitation plan is in the works. Those contributors that are under Redway CSD direct control will be rehabilitated following the prioritization identified in Task 2.

Rehabilitation of the Redway CSD collection system will be an ongoing effort. Rehabilitation will begin with those problem areas that provide the most cost effective reduction I/I. There are I/I contributors that will simply require removing a roof drain from a cleanout or re-sealing a manhole lid or raising the manhole ring. There are other contributors that will require replacing a section of gravity main and reconnecting all associated laterals. The highest priority rehabilitations will be those that contribute the most stormwater to the system and cost the least to resolve.

Because Redway CSD has limited budget and resources, not all the contributors identified in Task 2 will be addressed during the first year of this program. Redway CSD will allocate a portion of the annual budget toward this program. One of the indicators that the annual budget is sufficient will be that the list of contributors will shrink over time. A second indicator will be that the Unitized Zonal I/I flow volumes will also reduce overtime. Redway CSD will work with contractors to identify the most appropriate technology for rehabilitating identified issues.

There are many technologies available for rehabilitating collection systems. Slip lining, trenchless main replacement, storm drain and pavement rehabilitation, manhole sealing, and lateral grouting are a few of the available technologies that will be considered.

Reporting

During the Compliance Project, annual reports will be generated to describe the progress and effectiveness of the program. These reports will document the time and money spent on the project as well as the activities that have occurred and the success of those activities. Once Task 3 is complete, a final project report will be generated summarizing the activities and expenses along with data showing the effectiveness of the effort.

Benefits to Water Quality/Water Resources

A strong, ongoing, preventative I/I program has many benefits for the District as well as to the water quality and the environment. Those benefits include reduced repair costs, reduced treatment costs, less overtime, lower risk of Sanitary Sewer Overflow (SSO) as well as reduced risk of overwhelming the percolation effluent pumps that then necessitate discharges to the South Fork of the Eel River. The last point is the primary reason that Redway CSD is developing this program and for proposing the initial project as a CP.

The financial benefits to the District are derived from the additional work and cost associated with a policy of deferred maintenance. When preventative maintenance is forgone, repair costs tend to increase. When a solid preventative maintenance program is in place, worn parts and equipment can be rehabilitated or replaced before catastrophic failure occurs. This holds true for lift station pumping and sensing equipment, generators, SCADA equipment, force-mains, and gravity drains. This program will put trained eyes on all our collection system equipment on a regular schedule. This will allow us to discover problems as they start and mitigate them before they become catastrophic.

Additional financial savings to the district will be derived from the reduced cost of regular maintenance and treatment. Many hours and dollars are spent repairing pumps and other fluid handling equipment. The more water that passes this equipment, the more frequent maintenance is required. When the I/I program reduces wet weather flows, maintenance costs should be reduced. Additionally, when I/I flows are high, there are additional treatment costs associated with chemicals, electricity, and overtime. When I/I flows are high, our pumps work harder, our generators are more likely to be engaged and our people work more hours to treat wastewater.

A preventative I/I program reduces the risk of SSOs and of overwhelming the percolation effluent pumps at the WWTF. A preventative program will show trouble spots in the system before they become an I/I problem. This reduces the likelihood that the system will become clogged because root intrusions and failing joints will be discovered before they fail catastrophically. Worn and failing pumps and motors will be discovered before they fail creating an emergency situation. All of these benefits have obvious environmental implications.

This project will have direct positive impact on the quality and quantity of the effluent from the WWTF. The quantity of water that is sent to the WWTF by the collection system directly impacts the quality of the effluent. Additionally, the increased volume of water during storm events causes the discharges to EFF-001. During storm events, the volume of water arriving at the WWTF must be processed and sent somewhere. The high flow rates that are sent to the WWTF during storm events reduce the effectiveness of the WWTF and therefore impact the quality of the effluent. Additionally, when a high volume of water is being sent to the WWTF, the percolation effluent pumps become overwhelmed and therefore necessitate discharge to the EFF-001. The stringent water

quality requirements for releasing to EFF-001 along with the reduced treatment capacity during high flows to the WWTF are the main causes for these violations. This I/I program addresses these problems at their source by reducing the amount of water being sent to the WWTF during storm events. The result will be higher quality effluent as well as reducing the probability of releasing to EFF-001 where the quality requirements are more stringent.

Budget

The budget portion of the project will be broken into the three Tasks above. Redway CSD is requesting that the \$30,000 commitment of General Fund Reserves for the program development and kickoff be applied to offset 100% of the Mandatory Minimum Penalties resulting from violations of Order No. R1-2011-0046, which have since been corrected. Table 1 shows the breakdown of the budget for the Compliance Project (Table 1).

Table 1 - Budget for the Kickoff Project of the Preventative I/I Program to be considered as a Compliance Project.

Item	Description	Unit Price	Quantity	Extended Cost
Task 1	Pre-Program Training and Equipment Acquisition			
Sewer Camera Crawler	Remote controlled unit that allows for internal pipe inspections	\$40,000	1	\$40,000
Training	Specialized training for equipment and I/I diagnostics	\$1,000	3	\$3,000
Personnel	Hours spent in training.	\$35	36	\$1,260
Task 2	Data Collection and Prioritization			
Field Personnel	Time spent installing equipment and collecting data	\$35	80	\$2,800
Engineering Personnel	Time spent analyzing and processing data and prioritizing problem sites	\$80	20	\$1,600
Task 3	Rehabilitation			
Repairs	Total budget allocated to repairing prioritized problem sites.			\$13,750
Kickoff Project Total				\$62,410

The actual dollar amounts may differ from the budgeted amounts. Any excess money available from the Task 1 and 2 will be applied to the Task 3 – Rehabilitation budget for this project.

Schedule

Throughout the administration of the proposed CP, the District will require input from the Board on approval for identified rehabilitation measures as well as annual progress updates. The following table presents an estimated schedule and timeline for the proposed compliance project and communication for approval of rehabilitation measures with the Board (Table 2).

Table 2 – Compliance Project Schedule.

Item	Description	Compliance Date
Task 1	Pre-Program Training and Equipment Acquisition	Beginning July 1, 2021 through October 1, 2021
Task 2	Data Collection and Prioritization	Beginning October 1, 2021 through May 1, 2022
Task 3	Submit Rehabilitation Plan for Regional Board Approval	July 1, 2022
	Rehabilitation	Beginning July 1, 2022 through October 1, 2023
Annual Progress Reporting and Documentation of Tasks		Beginning July 1, 2021
Total Project Duration		July 1, 2021 through October 1, 2023