

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
COLORADO RIVER BASIN REGION**

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| <b>In the matter of:</b>   | ) |  |
|  | ) | <b>Order R7-2012-0025</b>  |
| <b>City of Calipatria</b>  | ) |  |
| <b>Municipal Wastewater Treatment Plant</b>                          | ) |  |
|  | ) | <b>SETTLEMENT AGREEMENT AND<br/>STIPULATION FOR ENTRY OF<br/>ADMINISTRATIVE CIVIL LIABILITY ORDER;<br/>ORDER</b> |
| <b>Complaint R7-2011-0023 for<br/>Administrative Civil Liability</b> | ) |  |
| _____  | ) |  |

**Section I: Introduction**

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the City of Calipatria (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.

**Section II: Recitals**

1. The Discharger owns and operates the Calipatria Wastewater Treatment Plant (WWTP) located at 106 Lindsey Road, Calipatria, California 92233 and provides sewerage service to the City of Calipatria and the Calipatria State Prison. The State Water Resources Control Board (State Water Board) has determined that the Discharger's WWTP is a publicly owned treatment works (POTW) that serves a small community as defined by CWC Section 13385(k)(2). The WWTP has a treatment capacity of 1.73 million gallons-per-day (MGD). Effluent from the WWTP system is discharged to Imperial Irrigation District's "G" Drain, a tributary to the Alamo River, and ultimately to the Salton Sea. Imperial Irrigation District's "G" Drain, the Alamo River, and the Salton Sea are waters of the United States.
2. The WWTP is subject to the requirements set forth in Waste Discharge Requirements (WDRs) Board Orders 00-002, R7-2005-0085, and R7-2010-0018 (NPDES Permit No. CA0105015).
3. On February 18, 2011, the Prosecution Team issued Administrative Civil Liability (ACL) Complaint R7-2011-0023 to the Discharger, herein incorporated by reference. The Complaint alleges that the Discharger violated WDRs Order R7-2005-0085 on forty-four (44) occasions from July 7, 2008 through January 26, 2009, when it used an uncertified laboratory to perform *E. Coli* analysis. The Complaint also alleges that the Discharger exceeded the effluent limits for *E. Coli*, Total Suspended Solids (TSS), and Biochemical Oxygen Demand 5-day 20°C (BOD) set forth in WDRs Order 00-002 on forty-two (42) occasions, of which thirty-six (36) are subject to mandatory minimum penalties not yet imposed. The Complaint recommended imposing an administrative civil liability totaling

\$127,612.50 for alleged violations of WDRs Orders 00-002 and R7-2005-0085. That amount includes \$108,000 in mandatory minimum penalties and staff costs of \$6,000.

4. 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, the Parties have agreed to the imposition of one hundred twenty-seven thousand six hundred twelve dollars and fifty cents (\$127,612.50) in administrative civil liability against the Discharger. The Discharger shall pay a total of ten thousand (\$10,000) to the State Water Pollution Cleanup and Abatement Account. This amount is at least 10 percent higher than the economic benefit derived from the violations, and is within the maximum and minimum liability amounts, as required by the State Water Board's Water Quality Enforcement Policy. The remaining one hundred seventeen thousand six hundred twelve dollars and fifty cents (\$117,612.50) in liability shall be suspended upon completion of a Compliance Project (CP) and two Supplemental Environmental Projects (SEPs) as set forth in this Stipulation and Order (Suspended Liability). The Discharger shall expend, at a minimum, one hundred eight thousand dollars (\$108,000) to complete the CP and nine thousand six hundred twelve dollars and fifty cents (\$9,612.50) to complete the SEPs in accordance with the terms of this Stipulation and Order.
5. 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 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:

6. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.
7. **Administrative Civil Liability:** The Discharger shall pay a total of ten thousand dollars (\$10,000) in stipulated administrative civil liability by check made payable to the "State Water Pollution Cleanup and Abatement Account" no later than thirty (30) days following the Regional Water Board executing this Order. The check shall reference the Order number listed on page one of this Stipulation and Order. The original signed check shall be sent to the Party Contact for the Regional Water Board set forth in Paragraph 29, with a copy to: Ellen Howard, Office of Enforcement, P.O. Box 100, Sacramento, CA 95812-0100. Further, the remaining one hundred seventeen thousand six hundred twelve dollars and fifty cents (\$117,612.50) in stipulated administrative civil liability shall be suspended pending completion of a CP, as set forth herein and in Attachment A attached hereto and incorporated herein by this reference, and two SEPs, as set forth herein and in Attachment B attached hereto and incorporated herein by this reference.

8. **CP Description:** The Parties agree that this resolution includes the performance of a CP to automate the chlorination/dechlorination system. The CP's implementation timeline and estimated costs are detailed in Attachment A.
9. **CP Completion Date:** The CP shall be concluded by January 31, 2017 ("CP Completion Date"). The Discharger will submit quarterly monitoring reports to the Regional Board outlining the progress of the CP on January 1, April 1, July 1, and October 1 of each calendar year. A final report certifying the completion of the CP shall be provided to the Regional Water Board and the State Water Resources Control Board's (State Water Board) Division of Financial Assistance by March 31, 2017, as described in Paragraph 13.
10. **Cost of CP:** The cost estimate to implement the CP is approximately one hundred fifteen thousand dollars (\$115,000) (Attachment A). The amount of liability to be suspended upon completion of the CP is one hundred eight thousand dollars (\$108,000). No additional liability above and beyond the one hundred eight thousand dollars (\$108,000) shall be suspended for costs incurred to complete the CP in accordance with this Stipulation. The Discharger represents that it will guarantee implementation of the CP identified in this Stipulation by remaining liable for the Suspended Liability until all the CP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation.
11. **Failure to Complete the CP:** If the CP as described in this Stipulation and Order is determined to be infeasible, or if the Discharger fails to complete the CP by January 31, 2017, as required by this Stipulation and Order, the Regional Water Board shall issue a Notice of Violation (NOV). As a consequence, 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 NOV.
12. **CP Oversight:** The Discharger will oversee implementation of the CP. Additional oversight of the CP 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, updating CIWQS, reviewing and evaluating progress, reviewing the final report, verifying completion of the CP.
13. **Certification of Completion of CP:** On or before the CP Completion Date, the Discharger shall submit a final report (Certification of Completion) to the Regional Water Board Contact identified in Paragraph 29 and the State Water Board's Division of Financial Assistance. The Certification of Completion shall include following:
  - a. A cover letter that clearly identifies the Discharger, the Discharger's WDID number, reference to the Order number listed on page one of this Stipulation and Order, and includes the following statement: "I declare under the penalty of perjury under the laws of the State of California that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those

- individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."
- b. Certification that the CP has been completed in accordance with the terms of this Stipulation. 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.
  - c. Certification documenting the expenditures by the Discharger during the completion period for the CP. Expenditures may include external payments to outside vendors or contractors performing the CP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the Regional Water Board for oversight. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify CP expenditures.
14. **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 directly on the CP. 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.
15. **Failure to Expend all Suspended Administrative Civil Liability Funds 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 has been spent to complete the components of the CP for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the CP, as an administrative civil liability. The Discharger shall pay the additional administrative liability within 30 days of its receipt of notice of the Regional Water Board's determination that the Discharger has failed to demonstrate that the entire Suspended Liability has been spent to complete the CP in accordance with this Stipulation and Order.
16. **Regional Water Board Acceptance of Completed CP:** Upon the Discharger's satisfaction of its 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 this Stipulation and Order. This letter shall terminate any further obligations of the Discharger under this Stipulation and Order and result in the permanent stay of the Suspended Liability.

17. **Descriptions of SEPs:** (1) Comite Civico Del Valle, Inc., SEP – The goal for funding this SEP is to provide environmental education to a minimum of 150 individuals in homes, schools, daycare centers, and business in the city of Calipatria using the Promotora Model. The City of Calipatria is primarily Hispanic and 24.1 percent of the population live below the poverty level. The Comite Civico Del Valle, Inc., will focus on three main areas of environmental education: (1) raise awareness of the New River's Strategic Plan; (2) Green versus Toxic – safer home products; and (3) how to use IVAN environmental incidents reporting database. The amount of liability to be suspended upon completion of this SEP is five thousand dollars (\$5,000). (2) Discharger Training SEP – The goal for funding this SEP is to provide training for the Discharger's staff on a topic(s) that comply with the State Water Board Policy on SEPs. Prior to the commencement of said training, the Discharger shall submit a proposal to the Assistant Executive Officer of the Regional Board for approval. The amount of liability to be suspended upon completion of this SEP is four thousand six hundred twelve dollars (\$4,612).
18. **Completion Dates of SEPs:** The Comite Civico Del Valle Inc., SEP and the Discharger Training SEP, as described in Paragraph 17, shall both be completed in their entirety no later than June 30, 2013 (the "SEPs Completion Date"). If other circumstances beyond the reasonable control of Comite Civico Del Valle Inc., or the Discharger prevent completion of the SEP by the Completion Date, the Regional Water Board staff may extend the SEPs Completion Date up to one (1) year, to June 30, 2014. The Discharger must send its request for an extension in writing with necessary justification to the designated Regional Water Board contact, see Paragraph 29, no later than May 31, 2013.
19. **Agreement of Discharger to Fund, Report and Guarantee Implementation of each SEP:** The Discharger represents that: (1) It will fund each SEP in the amount as described in this Stipulation and Order; (2) It will provide certifications and written reports to the Regional Water Board consistent with the terms of this Stipulation detailing the implementation of the SEP, and (3) Discharger will guarantee implementation of the SEP identified in Attachment A by remaining liable for nine thousand six hundred twelve dollars (\$9,612) of suspended administrative liability until the SEPs are 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 SEPs.
20. **Agreement of Comite Civico Del Valle, Inc., to Accept SEP Funds and Implement SEP:** As a material consideration for the Regional Water Board's acceptance of this Stipulation, Comite Civico Del Valle Inc., (Implementing Party) represents that it will utilize the funds provided to it by the Discharger to implement the Comite Civico Del Valle Inc., SEP described in Paragraph 17 and Attachment B. Comite Civico Del Valle Inc., understands that its promise to implement the SEP, 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. Comite Civico Del Valle Inc., agrees that the Regional Water Board staff, or its designated representative, has the right to: (1) inspect the SEP at any time without notice; (2) require an audit of the funds expended by Comite Civico Del Valle Inc., to implement the SEP; and (3) require implementation of the SEP in accordance with the terms of this

Stipulation and Order if Comite Civico Del Valle Inc., has received funds for that purpose from the Discharger. Comite Civico Del Valle Inc., agrees to submit to the jurisdiction of the Regional Water Board to enforce the terms of this Stipulation and Order and the implementation of the SEP and agrees to provide all such information requested by the Discharger to enable the Discharger to fulfill its reporting and certification obligations to the Regional Water Board regarding the SEP, as set forth herein.

21. **Oversight of SEPs:** The Discharger will oversee implementation of the SEPs. Additional oversight of the SEPs 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 SEPs. The SEPs 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 SEPs. Reasonable oversight tasks to be performed by the Regional Water Board include but are not limited to, updating CIWQS, reviewing and evaluating progress, reviewing the final report, verifying completion of the SEPs.
22. **Certification of Funding for SEP:** The Discharger shall provide evidence to the Regional Water Board of payment in full of five thousand dollars (\$5,000) to Comite Civico Del Valle Inc., in support of the Comite Civico Del Valle Inc., SEP no later than 30 days following the Regional Water Board's adoption of this Order. Failure to pay the full SEP amount by this date will result in the full SEP amount (\$5,000) being immediately due and payable to the State Water Board for deposit into the Cleanup and Abatement Account.
23. **Certification of Completion of SEPs:** On or before the SEPs Completion Date, the Discharger shall submit a final report (Certification of Completion) to the Regional Water Board Contact identified in Paragraph 29 and the State Water Board's Division of Financial Assistance. The Certification of Completion shall include following:
  - a. A cover letter that clearly identifies the Discharger, the Discharger's WDID number, reference to the Order number listed on page one of this Stipulation and Order, and includes the following statement: "I declare under the penalty of perjury under the laws of the State of California that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."
  - b. Certification that the SEPs have been completed in accordance with the terms of this Stipulation. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEPs and the costs incurred by the Discharger.

- c. Certification documenting the expenditures by the Discharger during the completion period for the SEP. Expenditures may include external payments to outside vendors or contractors performing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the Regional Water Board for oversight. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify SEP expenditures.
24. **Water Board Acceptance of Completed SEPs:** Upon the Discharger's satisfaction of its obligations under this Stipulation and completion of the SEPs 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 this Stipulation and Order. This letter shall terminate any further obligations of the Discharger under this Stipulation and Order and result in the permanent stay of the Suspended Liability.
  25. **Failure to Expend all Suspended Administrative Civil Liability Funds on the Approved SEP:** 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 has been spent to complete the components of the SEPs for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the SEPs, as an administrative civil liability. The Discharger shall pay the additional administrative liability within 30 days of its receipt of notice of the Regional Water Board's determination that the Discharger has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEPs in accordance with this Stipulation and Order.
  26. **Failure to Complete the SEP:** If the SEPs are not fully implemented by the Completion Date or one year from the Completion Date if an extension is granted (as defined in Paragraph 9) as required by this Stipulation, the Assistant Executive Officer of the Regional Water Board shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof, or the Discharger and/or Implementing Party may be compelled to complete the SEPs.
  27. **Publicity:** Should the Discharger, the Implementing Party or its agents or subcontractors publicize one or more elements of the SEPs, it shall state in a prominent manner that the Project is being partially funded by the discharger pursuant to Regional Water Board Order R7-2012-0025.
  28. **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.

**29. Party Contacts for Communications related to Stipulation/Order:**

**For the Regional Water Board:**

Doug Wylie  
Senior Water Resource Control Engineer  
Colorado River Basin  
Regional Water Quality Control Board  
73-720 Fred Waring Drive, Suite 100  
Palm Desert, CA 92260  
[dwyllie@waterboards.ca.gov](mailto:dwyllie@waterboards.ca.gov)  
(760) 776-8960

**For the Discharger:**

Romualdo J. Medina  
City Manager  
City of Calipatria  
125 North Park  
Calipatria, CA 92233  
[rj\\_medina@calipatria.com](mailto:rj_medina@calipatria.com)  
760-348-4141

30. **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.
31. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulation, this Stipulation represents a final and binding resolution and settlement of the violations alleged in the Complaint (Covered Matters). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Paragraph 7 and the Discharger's full satisfaction of the CP obligations described herein.
32. **Public Notice:** Federal law mandates that any settlement will not become final until after 30-day public notice and comment period expires, (40 CFR 123.27). On February 18, 2011, the Assistant Executive Officer issued the Complaint and provided notice to the public that the violations alleged in the Complaint could be resolved by settlement, including, but not limited to performance of a CP. No public comments were received. Thus, the settlement of the violations alleged in the Complaint and this Stipulation has been properly noticed.
33. **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.
34. **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.
35. **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 delegee.



36. **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 Resources Control 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.
37. **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.
38. **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.
39. **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.
40. **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 Covered Matter.

41. **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.
42. **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.
43. **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.
44. **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,  
Colorado River Basin Prosecution Team

Date:

8-15-12

By:


  
Jose Angel,  
Assistant Executive Officer

City of Calipatria

Date:

8-15-12

By:

  
Romualdo J. Medina  
City Manager

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**Order of the Regional Water Board:**

**IT IS HEREBY ORDERED:**

45. This Order incorporates the foregoing Stipulation, set forth in Paragraphs 1 through 44 above, by this reference, as if set forth fully herein.
46. In accepting this Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e). The Regional Water Board's consideration of these factors is based upon information obtained by the Prosecution Team in investigating the allegations in the Complaint, or otherwise provided to the Regional Water Board.
47. 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 (Pub. Resources Code § 21000 et seq.), in accordance with section 15321, subdivision (a)(2), title 14, of the California Code of Regulations.
48. 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.

I, Robert Perdue, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin on September 20, 2012.

*for Jose Angel, P.E.*  
\_\_\_\_\_  
Robert Perdue  
Executive Officer

*9/25/2012*  
\_\_\_\_\_  
Date

## ATTACHMENT A

### CITY OF CALIPATRIA Compliance Projects

#### Automation of Chlorination/Dechlorination System

## BACKGROUND

### 1.0 Location

The City of Calipatria is located in the northern part of Imperial County in the southeastern region of California. It is situated approximately 150 miles east of San Diego and 100 miles south of Palm Springs. The City does not own a water treatment facility. The Golden State Water Company operates the water treatment facility and provides the potable water to the City. Power services are provided by the Imperial Irrigation District (IID). The City of Calipatria is located at an elevation of 185 feet below sea level, which is the lowest city in the western hemisphere.

### 2.0 Population

The population of the City of Calipatria was estimated at 7,864 in the year 2005. Planning estimates for the population of the City of Calipatria prepared by the Southern California Association of Governments (SGAG) are shown in **Table 2.1**. The projection assumes a total population of 10,271, which is expected to occur in the year 2025. The projected population includes approximately 4,300 institutionalized inmates at Calipatria State Prison (2008).

**Table 2.1 Projected Population Growth for City of Calipatria**

| Year | Total Population | Net Population* |
|------|------------------|-----------------|
| 2005 | 7,864            | (3,564)         |
| 2010 | 8,561            | (4,261)         |
| 2015 | 9,090            | (4,790)         |
| 2020 | 9,782            | (5,482)         |
| 2025 | 10,271           | (5,971)         |

\* Net population (= Total population – Inmate). No inmate increase until 2025.

### 3.0 Wastewater Treatment Plant (WWTP)

The Calipatria Wastewater Treatment Plant (WWTP) was originally built in 1977 and since then, it has been upgraded with a pump station, plant piping, and a flow meter vault and associated electrical. The Calipatria WWTP is a facultative lagoon secondary treatment plant, followed by chlorination and dechlorination. The treatment system consists of four, square facultative lagoons and a disinfection system. The Calipatria WWTP receives the wastewater from two pump stations. The Delta Pump Station pumps all raw sewage generated from the City of Calipatria via 10-inch PVC force main to the WWTP and the Calipatria State Prison Pump Station delivers wastewater generated from prison inmates via 12-inch PVC force main to the WWTP. Both pump stations are equipped with automatic or manual bar screens to remove large solid and floatable materials. The screened wastewater from both pump stations flows into

facultative lagoons. The total permitted design capacity of the Calipatria WWTP is 1.73 million gallons-per-day (MGD) and is currently operating at an average flow of 0.8 MGD. The Calipatria WWTP effluent is discharged into the "G" Drain, a tributary to the Alamo River, which drains into the Salton Sea.

The coagulant, ferric sulfate, is introduced between ponds No. 3 and 4 to enhance metal and suspended solids removal. Sodium hypochlorite is injected into the secondary effluent for chlorination, and sodium metabisulfite is injected at the end of the chlorine contact basin for dechlorination. Operations consist of daily, monthly, quarterly, and annual laboratory sampling and testing of the influent, lagoons, and effluent discharge. Equipment is maintained by daily inspections and a preventive maintenance program.

## **COMPLIANCE PROJECTS**

### **Automation of the Chlorination/Dechlorination system**

The Calipatria WWTP is designed at a 1.7 MGD capacity and currently discharges an average of approximately 0.75 MGD. The discharge is disinfected with sodium hypochlorite at the flash mix chamber and dechlorinated by the injection of sodium metabisulfite prior to the discharge point. This chemical injection system is manually operated and adjusted by operations staff. Total chlorine residual readings are taken twice a day and the system adjusted accordingly, typically the readings are taken at 6 a.m. and again at 5 p.m. during peak flows. The chemical injection system is adjusted based upon the total chlorine measurements. The ratio between the sodium hypochlorite and the sodium metabisulfite is one to one where typically one gallon of sodium hypochlorite will require one gallon of sodium metabisulfite to remove the total chlorine residual. The current gallon usage is approximately 70 gallons per day of both sodium hypochlorite and sodium metabisulfite to ensure proper disinfection and CL2 removal at the effluent discharge. The city proposes to automate the chlorination dechlorination system by installation the following:

- 1.0 New redundant chemical injection pumping systems for sodium hypochlorite and sodium metabisulfite.
  - 1.1 System to be paced by analyzers
  - 1.2 System to record gallon used per day
  - 1.3 Each system will have two, 100 gallon-per-day positive displacement chemical pumps.
  - 1.4 Each system will auto adjust the speed and stroke of each pump
- 2.0 New chlorine analyzer installed at the effluent discharge chambers
- 3.0 Chart recorders indicating levels of total chlorine in the contact chamber in mg/L
- 4.0 Chart recorder indicating amounts of sodium metabisulfite in the effluent discharge point
- 5.0 Auto pacing of system based upon the effectiveness of the disinfection of the effluent discharge and the residual of the chlorine.
- 6.0 Automated dial out system for system alarms

The Dulco Net Disinfection System will monitor the chlorine, pH, and ORP on the inlet and center of the chlorine contact chamber. The ORP unit will ensure that the all chlorine residual will be removed from the outlet of the chamber. The system will control the metering pumps for both sodium hypochlorite and sodium metabisulfite. The unit will data log all required parameters, such as total chlorine residual, pH, water temperature, chemical usage, and time.

### Goals

The automation of the chlorination/dechlorination system will allow the Calipatria WWTP to consistently maintain an effective chlorine residual at the proper dosing rates at the flash mix chamber to remove *E. Coli* and fecal coliform bacteria and ensure that the effluent discharged does not contain any remaining chlorine residuals. The automation of the system will reduce staff time, reduce chemical costs and usage, and provide accurate CL2 reading at the flash mix and at the effluent discharge point. The system will also have the ability to call out operations staff should the system drift from its established operating parameters.

### Benefits

1. Reduced chemical costs for sodium hypochlorite and sodium metabisulfite
2. Reduced staff time
3. Accurate dosing rates
4. Redundancy chemical pump system
5. Call out system for out of range readings
6. Data loggers and chart recorders

### Cost of Improvements

|                                    |              |
|------------------------------------|--------------|
| Design                             | \$22,000.00  |
| Chlorination/dechlorination system | \$65,000.00  |
| Charts and recorders               | \$8,000.00   |
| Administration                     | \$8,000.00   |
| Installation                       | \$12,000.00  |
| Total Cost                         | \$115,000.00 |

### Project Schedule

|  |                   |
|--|-------------------|
| Water quality investigating and monitoring | June 30, 2013     |
| Design                                     | June 30, 2014     |
| Develop contract                           | January 31, 2015  |
| Advertisement                              | February 28, 2015 |
| Complete construction                      | January 31, 2017  |

The total estimated cost of both projects is anticipated at approximately \$115,000.00.

**ATTACHMENT B**  
**CITY OF CALIPATRIA**  
**Supplemental Environmental Projects**

June 6, 2012

Exhibit B

**City of Calipatria**

RE: Supplemental Environmental Project and Compliance Training for  
ACL No. R7-2011-0023

- City of Calipatria contribution of \$ 5,000.00 as S E P towards the Comité Civico del Valle, payment to be incorporated within the proposed quarterly payment schedule.

A \$5000 payment would be issued to Comité Civico Del Valle, Inc. (CCV); a non-profit 501c3 organization established in 1987. CCV will use these funds to provide environmental education to a minimum of 150 individuals in homes, schools, daycare centers, and businesses in the city of Calipatria; located in the Imperial County which is primarily Hispanic and monolingual county in California, with 24.1% of the population living below poverty level. (U.S. Census 2010). Intensive agricultural activity contributes to water and air contamination issues, pesticide exposures, and environmental justice concerns. Budget cuts for health and social services and high unemployment further exacerbate environmental health issues in the region by increasing social stressors and reducing services.

CCV will utilize the Promotora Model to reach a minimum of 150 participants in a six month project period beginning June 1, 2012. CCV Promotores work primarily as health educators in the community providing health workshops, outreach services, linkages and referrals to populations that have limited access to health and prevention efforts. The existing promotora and outreach services are provided by CCV staffs that are within the appropriate age supportive environment of connection, rapport, trust, and open communication with the community.

CCV will focus on three main areas; **1)** raise awareness of the New River's Strategic Plan; **2)** Green vs Toxic home safer products; and **3)** how to use IVAN environmental incidents reporting database. The Promotoras will use a flip chart with visual aids, PowerPoint presentations, and fact sheets to engage participants. The nexus to water quality between the three subject areas is;

- Promotoras will inform the public on the New River's Strategic Plan that aims to improve the water quality of the river which has historically served as a stream for agricultural runoff and municipal wastewater.
- Second, the Promotoras will teach participants on how they can contribute towards improving the quality by replacing harsh toxic chemicals with "green products" by using ingredients such as; Borax, lemon, baking soda, and vinegar which are less damaging to the environment.
- Finally, the public will be made aware of the IVAN Environmental Incident Reporting Database ([www.ivanonline.org](http://www.ivanonline.org)). IVAN gives the public an easier alternative to report water pollution incidents at times when the public may not understand how to navigate



bureaucratic and complex governmental reporting systems. Because IVAN is monitored by a government trained "Problem Solver", the reports are vetted and directed to the appropriate agencies and their progress monitored every 3<sup>rd</sup> Thursday of the month at the "Environmental Justice Enforcement Taskforce" which is hosted by the California Department of Toxic Substances Control.

To evaluate progress and effectiveness of the project, the Promotoras will develop a 10 question pre and post test which will be implemented during each individual or group session. The results will be shared in a final report.

- City of Calipatria agrees to schedule training for staff in accordance with the policy on supplemental environmental projects, in the amount of \$4,612.50+. S E P Compliance Training to be submitted to CRWQCB Staff for acceptance prior to scheduling. S E P Compliance Projects to be completed by June 30, 2013.