

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

In the matter of:)	Order R1-2018-0016 (Proposed)
)	
City of Eureka, Elk River WWTF Complaint No. R1-2017-0029 for Administrative Civil Liability)	SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER
)	
WDID No. 1B82151OHUM NPDES Permit No. CA0024449)	
)	

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation, Order, or Stipulated Order) is entered into by and between the Assistant Executive Officer of the Regional Water Quality Control Board, North Coast Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team) and the City of Eureka (Discharger) (collectively Parties) and is presented to the Regional Water Board for adoption as an Order, by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order are in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability (ACL) Complaint No. R1-2017-0029 (Complaint), dated May 23, 2017, to the Discharger.

Section II: Recitals

1. The Discharger owns and operates a municipal wastewater treatment plant (WWTP) and associated wastewater collection and disposal facilities (hereinafter "Facility") that serves a population of approximately 44,000 from the City of Eureka and unincorporated areas within the Humboldt Community Services District. The Facility treats domestic, commercial, and industrial wastewater as well as treated groundwater from remediation projects and septage from local area haulers. At the Facility, wastewater undergoes primary treatment with mechanical bar screens, grit removal, and primary clarification. Biological secondary treatment is accomplished using two trickling filters, followed by secondary clarification, and chlorine disinfection. The chlorinated effluent is stored in a holding pond then dechlorinated and discharged at Discharge Point 001 to Humboldt Bay in conjunction with ebb tide cycles which drains directly to the Pacific Ocean and are waters of the State and United States. During periods of high flows, excess treated wastewater from the effluent holding pond can be directed to the 13-acre freshwater holding marsh (Overflow Marsh) and pumped back to the effluent storage pond once flows subside. The Overflow Marsh is a component of the Facility.

2. The Regional Water Board adopted Waste Discharge Requirements (WDRs) Order No. R1-2009-0033 on June 4, 2009, replacing WDRs Order No. R1-2004-0013, to regulate discharges from the Facility. The Order became effective on July 24, 2009. On June 16, 2016, the Regional Water Board adopted WDRs Order No. R1-2016-0001, replacing Order No. R1-2004-0013, effective August 1, 2016.
3. On May 23, 2017, the Prosecution Team issued the Complaint to the Discharger. The Complaint alleged the following:
 - a. The Discharger exceeded the effluent limits for copper, pH, and coliform as set forth in WDRs Order No. R1-2009-0033 on six (6) occasions during the period from October 1, 2015, (end of period included in Stipulation Order No. R1-2016-0005) to July 31, 2016, (expiration date of WDR s Order No. R1-2009-0033), of which five (5) are subject to mandatory minimum penalties (MMPs). These violations are specifically listed in Attachment A of the Complaint and this Stipulation. Of the five violations subject to MMPs, all are chronic violations which occurred after at least three chronic violations during the previous six month period.
 - b. The Discharger's self-monitoring reports for the period from August 1, 2016, (effective date of WDR s Order No. R1-2016-0001) to December 31, 2016, document six (6) effluent violations for coliform and ammonia, of which four (4) are subject to MMPs as listed in Attachment A of the Complaint and this Stipulation. Of the four violations subject to MMPs, all are chronic violations which occurred after at least three violations during the previous six month period.

The total number of violations subject to MMPs alleged in the Complaint is nine (9). The Complaint proposed to assess \$27,000 in MMPs pursuant to Water Code section 13385, subdivisions (h) and (i).

4. Seven (7) additional effluent violations have occurred since the end of the Complaint Period (December 31, 2016) through June 30, 2017, as shown in Attachment B and made a part of this Stipulation. The Discharger exceeded the effluent limits for coliform and ammonia as set forth in WDRs Order No. R1-2016-0001. These effluent violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), in the amount of \$21,000.
5. This Stipulation addresses sixteen (16) effluent violations as identified in paragraphs 3 and 4 above that are subject to MMPs, and the corresponding total administrative civil liability amount assessed for the effluent violations is \$48,000.
6. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code section 13385 set forth in the Complaint and the seven

effluent violations that have occurred since the end of the Complaint period, the Parties have agreed to the imposition of administrative civil liability in the amount of forty-eight thousand dollars (\$48,000) in MMPs against the Discharger. The Parties have further agreed that the Discharger will apply a portion of these penalties toward the cost to complete a Supplemental Environmental Project (SEP), in accordance with the terms of this Stipulation and Order.

7. The resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives and meets the requirements under Water Code section 13385, subdivisions (h) and (i), and the State Water Resources Control Board's Water Quality Enforcement Policy (Enforcement Policy), so that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation, and that this Stipulation is in the best interest of the public.
8. Pursuant to Water Code section 13385, subdivision (l), the Regional Water Board may, in lieu of assessing a portion of MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), allow a publicly owned treatment works to spend a portion of MMPs towards the completion of an SEP proposed by the publicly owned treatment works. The SEP must conform to the requirements specified in the Enforcement Policy, Section IX.
9. On November 17, 2009, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2009-0083 amending the Enforcement Policy. The Enforcement Policy was approved by the Office of Administrative Law and became effective on May 20, 2010. The policy can be found at:
https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

Section III: Stipulations

The Parties stipulate to the following:

- 10. 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.
- 11. Administrative Civil Liability:** The Discharger is subject to administrative civil liability in the amount of forty-eight thousand dollars (\$48,000) in MMPs. The Discharger shall pay within 30 days of issuance of this Order \$16,500 to the State Water Resources Control Board Cleanup and Abatement Account. The remaining \$31,500 shall be suspended (Suspended Liability) pending completion of an SEP, as set forth herein and described in Attachment C and incorporated by this reference.
- 12. SEP Description:** The SEP will consist of installing Low Impact Development features within a heavily used City parking lot to treat, detain and infiltrate storm water. Currently, storm water from all but two City parking lots is directly conveyed (without any treatment, detention, or infiltration) through the City's storm drain system to

Humboldt Bay. The SEP is a pilot project for the City's storm water resource plan to improve water quality in, and increase awareness of stormwater and pollution issues facing Humboldt Bay, the receiving water for the Elk River WWTF.

The SEP includes the following tasks and schedule:

TASK	DESCRIPTION	DEADLINE
1	Design Begins	4/1/2018
2	Design Completed	6/1/2018
3	Request for Bids	6/15/2018
4	Quarterly Report	6/30/2018
5	Construction Contract Awarded	7/17/2018
6	Begin Construction	8/1/2018
7	Quarterly Report	9/30/2018
8	Complete Construction	10/1/2018
9	Quarterly Report	12/31/2018
10	Water Quality Monitoring Completed	4/15/2019
11	SEP Completion & Final Report	5/31/2019

13. The Costs: To complete the SEP, the Discharger has estimated the cost will exceed \$31,500 to complete, and has allocated additional funding to fully fund the SEP. The amount of the liability to be suspended upon completion of the SEP is \$31,500 in MMPs, as authorized by Water Code section 13385, subdivision (l). No additional liability above and beyond the \$31,500 shall be suspended for costs incurred to complete the SEP.

14. SEP Reports & Completion Date: The SEP shall be concluded by May 31, 2019 (SEP Completion Date). The Discharger must submit quarterly reports to the Regional Water Board as shown in paragraph 12. A final report certifying the completion of the SEP shall be provided to the Regional Water Board and the State Water Board's Division of Financial Assistance by May 31, 2019, as described in paragraph 19.

15. Failure to Complete the SEP: Except as provided for in paragraph 22, if the SEP as described in this Order is determined to be infeasible, or if the Discharger fails to complete the SEP by the SEP Completion Date, the Regional Water Board will 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.

16. SEP Oversight: The Discharger will oversee implementation of the SEP. Additional oversight will be provided by the Regional Water Board. The Discharger is solely responsible for paying all reasonable oversight costs incurred by the Regional Water Board to oversee the SEP. The SEP 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 SEP. Reasonable oversight tasks to be performed by the Regional Water Board include but are not

limited to, reviewing and evaluating progress, reviewing the final report, and verifying completion of the SEP.

17. Representation of the Discharger: As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents that it will use the funds as described in Paragraph 12 to implement the SEP in accordance with the implementation schedule set forth above. The Discharger understands that its obligation 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 Regional Water Board.

18. Representations and Agreements of the Discharger to Implement and Complete, Report, and Guarantee Implementation of the SEP: As a material consideration for the Regional Water Board's acceptance of this Stipulation, the Discharger represents and agrees that (1) it will implement and complete the SEP as described in this Stipulation and Order; (2) it will provide certifications and written reports to the Designated Regional Water Board Representative consistent with the terms of this Stipulation detailing the implementation of the SEP; and (3) it will guarantee implementation of the SEP identified in Paragraph 11 and Attachment C by remaining liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board in accordance with the terms of this Stipulation. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.

19. Certification of Completion of SEP: On or before May 31, 2019, the Discharger shall provide a certified statement of completion of the SEP (Certification). The Certification shall be submitted by a responsible official under penalty of perjury under the laws of the state of California, to Regional Water Board staff. The Certification shall include the following:

- a. Certification that the SEP has been completed in accordance with the terms of this Stipulation and Order. Such documentation may include plans, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEP and the costs incurred by the Discharger.
- b. Certification documenting the expenditures by the Discharger during the completion period for the SEP. Expenditures may include, but are not limited to, payments to outside consultants, vendors or contractors implementing the SEP. The Discharger shall provide any additional information requested by the Regional Water Board staff that is reasonably necessary to verify SEP expenditures.
- c. Certification that the Discharger followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the Federal Clean Water Act, and the Porter-Cologne Act.

- 20. Third Party Financial Audit of SEP:** At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') professional opinion that the Discharger has expended money in the amounts claimed by the Discharger. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
- 21. Failure to Expend the Entire Suspended Liability 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 of \$31,500 has been spent for the completed SEP, the Discharger shall pay the difference between the suspended liability of \$31,500 and the amount the Discharger can demonstrate was actually spent on the SEP, as administrative civil liability. The Discharger shall be liable to pay the State Water Board Cleanup and Abatement Account the additional administrative civil liability within 30 days of receipt of notice of the Regional Water Board staff's determination that the Discharger failed to demonstrate that the entire SEP Amount was spent to complete the SEP.
- 22. Extension of the Implementation Schedule Deadlines:** If, given written justification from the Discharger and the Regional Water Board staff determines that a delay in the SEP implementation schedule is beyond the reasonable control of the Discharger, the Executive Officer may revise the implementation schedule as appropriate. Written justification must be received by the Designated Regional Water Board Representative before the specific due date occurs, must describe circumstances causing the delay, and must state when each task of the SEP will be completed. If any extension of the implementation schedule is granted, the Regional Water Board staff shall provide the Discharger a new implementation schedule in writing, which shall include the date the SEP will be completed (Revised SEP Completion Date).
- 23. Completion of the SEP to the Regional Water Board Staff's Satisfaction:** Upon the Discharger's satisfaction of its SEP obligations under this Stipulation and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. Receipt of this letter shall terminate any further SEP obligations of the Discharger and result in the dismissal of the Suspended Liability.
- 24. 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.
- 25. Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the

Prosecution Team or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

26. No Waiver of Right to Enforce: The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.

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

For the Regional Water Board:

Diana Henriouille
Water Resource 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:

Brian Gerving,
Director of Public Works,
Chief Building Official
City of Eureka
531 K Street
Eureka, CA 95501
bgerving@ci.eureka.ca.gov
(707) 441-4152

28. 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.

29. Public Notice: The Discharger understands that this Stipulation and Order will be noticed for a 30-day public comment period prior to consideration by the Regional Water Board. In the event objections are raised during the public comment period, the Regional Water Board or the Executive Officer may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the Stipulation and Order as necessary or advisable under the circumstances. If the Regional Water Board Assistant Executive Officer or other Prosecution Team Staff receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board for adoption, the Regional Water Board Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present the Order to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulation and Order.

- 30. 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.
- 31. 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.
- 32. Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its Executive Officer.
- 33. Integration:** This Stipulation and Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulation and Order.
- 34. If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
- 35. 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.

- 36. 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.
- 37. 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.
- 38. Covenant Not to Sue:** Upon the effective date of this Stipulation and Order, Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against the Regional Water Board, including its officers, agents, directors, employees, contractors, subcontractors, attorneys, representatives, predecessors-in-interest, and successors and assigns for any and all claims or causes of action, of every kind and nature whatsoever, in law and equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which arise out of or are related to this action.
- 39. 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.
- 40. 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.
- 41. Severability:** This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.
- 42. No Third Party Beneficiaries:** This stipulation is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulation for any cause whatsoever.
- 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,
North Coast Region Prosecution Team**

By: _____

**Joshua Curtis
Assistant Executive Officer**

City of Eureka, Elk River WWTF

Date: 02/23/2018

By: _____


**Brian Gerving
Director of Public Works/Chief Building
Official**

Findings of the Regional Water Board:

IT IS HEREBY ORDERED:

- 45.** The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint and other effluent limit violations, the Discharger hereby agrees to comply with the terms and conditions of this Order.
- 46.** The Regional Water Board finds that the Recitals set forth herein in Section II of the Stipulation are true.
- 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 (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), title 14, of the California Code of Regulations.

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

49. Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulation in accordance with the terms of the Order.

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

Matthias St. John
Executive Officer

18_0016_City_of_Eureka_ElkRiverWWTF_Stip_Order

Attachments: Attachment A (Table of violations from Complaint)
Attachment B (Table of violations during period January 1, 2016, through
June 30, 2017)
Attachment C (SEP)

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Parameter	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	998712	10/12/2015	Copper, Total	II	6-Month Median	33	38	ug/L	No		15%	04/15/2015	No	Chronic, >Ct.3*	Yes	13385(i)	\$ 3,000
2	1000491	11/09/2015	Copper, Total	II	6-Month Median	33	38	ug/L	No		15%	05/13/2015	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
3	1002373	12/07/2015	Copper, Total	II	6-Month Median	33	36	ug/L	No		9%	06/10/2015	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
4	1003384	01/12/2016	Copper, Total	II	6-Month Median	33	36	ug/L	No		9%	07/16/2015	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
5	1003383	01/18/2016	pH	Other	Daily Minimum	6	5.9	SU	No		N/A	07/22/2015	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
6	1011749	07/31/2016	Fecal Coliform	Other	10% for 30 days	10	15	%	No		N/A	02/02/2016	No	Chronic, Ct.1	No		\$ 0
7	1014646	09/13/2016	Fecal Coliform	Other	Maximum Daily	43	50	MPN/100	No		N/A	03/17/2016	No	Chronic, Ct.2	No		\$ 0
8	1014647	09/29/2016	Ammonia, Total (as N)	I	Maximum Daily	10	11	mg/L	No		10%	04/02/2016	No	Chronic, Ct.3	No		\$ 0
9	1014645	09/30/2016	Ammonia, Total (as N)	I	Monthly Average	4.1	7.8	mg/L	No		90%	04/03/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
10	1018564	10/31/2016	Ammonia, Total (as N)	I	Monthly Average	4.1	7.3	mg/L	No		78%	05/04/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
11	1018562	11/30/2016	Ammonia, Total (as N)	I	Monthly Average	4.1	7.3	mg/L	No		78%	06/03/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
12	1018563	12/31/2016	Ammonia, Total (as N)	I	Monthly Average	4.1	5.6	mg/L	No		37%	07/04/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000

Total Penalty: \$ 27,000

Table Legend:

- a The first three violations in a six month period shall not receive MMP assessment unless it is serious.
- * Preceding three violations were previously addressed in ACL Order R1-2016-0005 (see violations 7-9 in Att. B to that Order).
- Ct. Count - Number of exceedences in the past 180 days, including this violations. A count >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 more than 40%
 - For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%
- 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 beginning October 1, 2015 and ending December 31, 2016

Group I Violations Assessed MMP: 5
 Group II Violations Assessed MMP: 4
 Other Effluent Violations Assessed MMP: 3
 Violations Exempt from MMP: 0
 Total Violations Assessed MMP: 12

Mandatory Minimum Penalty = (0 Serious Violations + 9 Non-Serious Violations) x \$3,000 = \$27,000

Eureka City

Eureka City Elk River WWTP

WDID No. 1B82151OHUM NPDES No. CA0024449

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Parameter	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1024192	01/10/2017	Fecal Coliform	Other	Single Sample	43	140	MPN/100	No		N/A	07/14/2016	No	Chronic, >Ct.3*	Yes	13385(i)	\$ 3,000
2	1024191	01/31/2017	Ammonia, Total (as N)	I	Monthly Average	4.1	6.4	mg/L	No		56%	08/04/2016	Yes	Serious, >Ct.3	Yes	13385(i)	\$ 3,000
3	1024193	02/09/2017	Fecal Coliform	Other	Single Sample	43	900	MPN/100	No		N/A	08/13/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
4	1029034	06/05/2017	Ammonia, Total (as N)	I	Maximum Daily	10	13	mg/L	No		30%	12/07/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
5	1029035	06/19/2017	Ammonia, Total (as N)	I	Maximum Daily	10	18	mg/L	No		80%	12/21/2016	Yes	Serious, >Ct.3	Yes	13385(i)	\$ 3,000
6	1029036	06/19/2017	Fecal Coliform	Other	Daily Maximum	43	240	MPN/100	No		N/A	12/21/2016	No	Chronic, >Ct.3	Yes	13385(i)	\$ 3,000
7	1029033	06/30/2017	Ammonia, Total (as N)	I	Monthly Average	4.1	13	mg/L	No		217%	01/01/2017	Yes	Serious, >Ct.3	Yes	13385(i)	\$ 3,000

Total Penalty: \$ 21,000

Table Legend:

a The first three violations in a six month period shall not receive MMP assessment unless it is serious.

* Preceding three violations were previously addressed in ACL Complaint No. R1-2017-0029 (see violations 10-12 in Att. A).

Ct. Count - Number of exceedences in the past 180 days, including this violation. A count >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 more than 40%

- For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%

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

Violation period beginning January 1, 2017 and ending June 30, 2017

Group I Violations Assessed MMP: 4

Group II Violations Assessed MMP: 0

Other Effluent Violations Assessed MMP: 3

Violations Exempt from MMP: 0

Total Violations Assessed MMP: 7

Mandatory Minimum Penalty = (3 Serious Violations + 4 Non-Serious Violations) x \$3,000 = \$21,000



CITY OF EUREKA

PUBLIC WORKS DEPARTMENT

531 K Street • Eureka, California 95501-1146 • Fax 707-441-4202
Administration: 707-441-4203 • Engineering: 707-441-4194
Building: 707-441-4155 • Utility Operations: 707-441-4364
publicworks@ci.eureka.ca.gov • www.ci.eureka.ca.gov

September 15, 2017

Cecile Morris
North Coast Regional Water Quality Control Board
5550 Skylane Boulevard Suite A
Santa Rosa, California 95403-1072

RE: Supplemental Environmental Project (SEP) Proposal – Complaint R1-2015-0047

Dear Ms. Morris,

I am writing in response to the Board’s Administrative Civil Liability Complaint No. R1-2017-0029 (“Complaint”) dated May 23, 2017 and to follow up on our verbal and email conversations in August and September, 2017, which resulted in the City’s stipulation to the inclusion of subsequent effluent violations during the first two quarters of the 2017 calendar year. Based on those conversations, the City of Eureka has developed Supplemental Environmental Projects (SEP) complying with CalEPA’s February 2009 policy.

According to Water Code § 13385 (l)(1), the City may be permitted to complete a SEP in lieu of paying a portion of the proposed \$48,000 penalty amount, up to a maximum of \$31,500. Attached you will find additional information outlining a proposed project. Briefly, the project includes an LID retrofit within a City parking lot that will serve as a pilot project for the City’s storm water resource plan, currently in progress. Similar projects constructed in City Hall parking lots as part of a SEP during 2016 have proven extremely effective at garnering positive attention and treating stormwater from heavily used parking lots.

It should be noted that the total cost of this project exceeds the maximum allowable SEP amount of \$31,500. The City intends to allocate additional funding from alternate sources to fully fund the project. It is the City’s belief that this proposed project will improve water quality in, and increase awareness of stormwater and pollution issues facing, Humboldt Bay, the receiving waters for the Elk River Waste Water Treatment Facility. Should you have any questions regarding the City’s proposal, please do not hesitate to contact me.

Sincerely,

Brian Gerving
Director of Public Works

Engineering
Construction
Development
Transportation

Field Operations
Water Distribution
Wastewater Collection
Equipment Operations

Building
Construction Regulation
Code Enforcement

Utility Operations
Water and Wastewater Treatment
Stormwater
Pretreatment

CITY OF EUREKA LID IMPLEMENTATION PLAN

SEP 2016-2017 Request for Funds

Project	Cost	Description
<p>3rd X G-H Parking Lot LID Implementation</p>	<p>\$37,083.38</p>	<p>The City of Eureka maintains a network of several dozen paved parking lots of various sizes. All parking lots were constructed some time ago using methods conventional at the time. Only three of the parking facilities (the Hikshari Trailhead lot and City Hall lots) incorporate features that treat and detain stormwater, or allow it to infiltrate. Storm water from all City parking lots is conveyed through the City's storm drain system to Humboldt Bay, the receiving waters for the Elk River Waste Water Treatment Facility.</p> <p>Last year, the City performed an LID retrofit at two City Hall parking lots, which have proven very effective at treating storm water, particularly from "first flush" events, and allowing it to infiltrate before or instead of discharging to the City's storm drain system. Additionally, the LID features have attracted attention from the public, developers, and other state and local agencies. The City is able to point to these LID features as examples of what may be done to comply with the City's LID requirements for new development. Photos of the City Hall LID features are included as Attachment 'A.'</p> <p>The most heavily used parking facility in the City is the lot located on Third Street between G and H Streets. The lot, which provides parking for 78 vehicles, has summer occupancy rates of approximately 85%, meaning that hundreds of vehicles use the lot each day. The City proposes through this SEP to develop and implement a plan to install infiltration and treatment basins in four locations within this parking lot. The lot is perfectly suited to such a retrofit, as each parking aisle is separated by a curb that directs surface flows to the north, where they currently sheet flow over the Third Street sidewalk and into the City's storm drain network. An aerial photo of the site is included as Attachment 'B.'</p> <p>The project will include but is not limited to curb and asphalt removal, excavation, landscaping, and storm drain and sidewalk modifications. The goal of the project is to reduce runoff by treating and detaining stormwater on site, then allowing it to infiltrate prior to discharging to the City's storm drain system. A conceptual layout for this installation is included as Attachment 'C.' A cost estimate is included as Attachment 'D.'</p>
<p>TOTAL FUNDS REQUESTED</p>	<p>\$37,083.38*</p>	

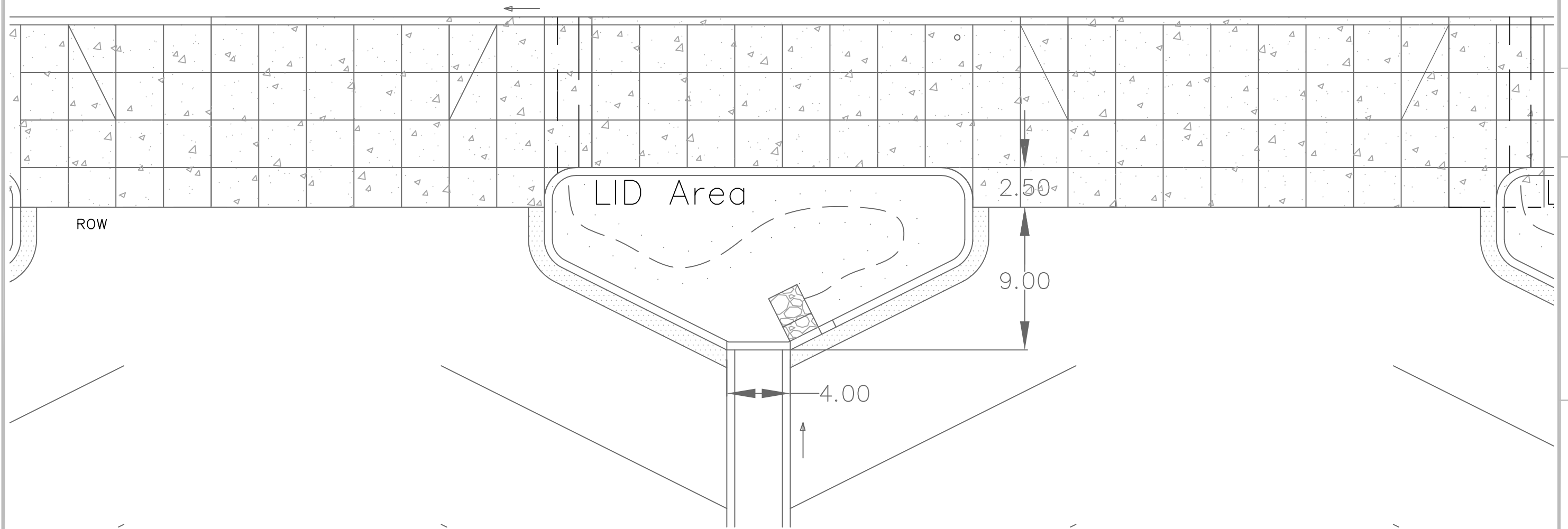


Attachment 'A'



Attachment 'B'

3rd Street



TYPICAL LID FLOW THROUGH
PLANTER AREA

1 of 4

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No.	Date	Revisions	By	App.

Designed By: _____
Drawn By: _____
Checked By: _____
Graphic Scale
Measures one inch on Full Size Drawings

CITY OF EUREKA
Public Works Dept.
Engineering Division
531 K Street, Eureka, CA 95501
(707) 441-4194 ph
(707) 441-4202 fax



EUREKA
CALIFORNIA

3rd Street G & H Parking Lot
LID PLANTER DETAIL

Scale: _____
Drawing: _____
Sheet _____ of _____

Attachment 'C'

J:\Referals, Subd, PM, LLA, etc\Referals, Subd, PM, LLA\County Referals\1016 H Street\Curb return LID details w title block.dwg - Plotted 8/31/17

City of Eureka
 3rd G&H Parking Lot LID Retrofit

Single Planter - Hardscape

Item	\$/Unit	Unit	Est. Source	Qty	Total
New Curb	\$30.00	LF	SCS	62	\$1,860.00
Asphalt Patching	\$10.00	sq ft	-	35	\$350.00
Sidewalk	\$8.00	sq ft	SCS	36	\$288.00
Truncated Domes	\$12.50	sq ft	Scott	0	\$0.00
Sawcutting & Removal	\$4.00	LF	RAO	100	\$400.00
Channel Drain	\$100.00		JJW	12	\$1,200.00
Excavation	\$64.00	cu yd	SCS	23	\$1,472.00
Sub Total					\$5,570.00

Single Planter - Landscaping

Top Soil	\$55.00	cu yd	Streamline	23	\$1,265.00
Amendments	\$83.33	cu yd	Streamline	0.5	\$41.67
Soil Work	\$60.00	hours	Streamline	4	\$240.00
Plants	\$1,200	LS	Streamline	1	\$1,200.00
Planting	\$60.00	hours	Streamline	8	\$480.00
Rock	\$38.06	cu yd	Streamline	1	\$38.06
Redwood Bark	\$38.06	cu yd	Streamline	2	\$76.12
Mulch Install	\$60.00	hours	Streamline	6	\$360.00
Sub Total					\$3,700.85

Per Planter Total: \$9,270.85

4 Planters: \$37,083.38