

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

**In the matter of:**

**City of Arcata  
WDID No. 1B82114OHUM**

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**Order R1-2025-0037**

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

**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 the City of Arcata (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 all the violations alleged herein through the imposition of administrative civil liability against the Discharger in the amount of **\$447,000**.

**Section II: Recitals**

1. The Discharger owns and operates a Wastewater Treatment Facility (WWTF), which is a publicly owned treatment works (POTW) located at 600 South G Street, Arcata, California, Humboldt County. Discharges from the WWTF are regulated under National Pollutant Discharge Elimination System Permit CA0022713 (Permit). The Regional Water Board most recently issued the Permit through Order R1-2019-0006, which became effective on December 1, 2019.
2. Primary wastewater treatment consists of mechanical bar screens, grit removal, and two primary clarifiers. Primary solids are sent to two anaerobic digesters, sludge drying beds, and a sludge composting operation. Monitoring data collected by the Discharger shows a median influent flow of 1.40 million gallons per day (mgd) and an average influent flow of 1.80 mgd. Secondary treatment is accomplished using two oxidation ponds, followed by a series of six treatment wetlands. Effluent is disinfected with ultraviolet (UV) light prior to discharge the Arcata Marsh Wildlife Sanctuary (AMWS) (Discharge Point 002) for additional treatment and final discharge to the Brackish Marsh (Discharge Point 003).
3. The Permit establishes waste discharge requirements, including effluent limitations. Permit section IV contains, in part, the following final effluent limitations for Cyanide, TCDD Equivalents, Settleable Solids, Biochemical Oxygen Demand (BOD<sub>5</sub> @ 20 °C), Chlorine, and Copper with which the Discharger is required to maintain compliance at Discharge Points 001 and/or 003:

**Table 1: Final Effluent Limitations for Discharge Points 001 and/or 003**

<b>Parameter</b>	<b>Units</b>	<b>Average Monthly Effluent Limitation</b>	<b>Average Weekly Effluent Limitation</b>	<b>Daily Maximum Effluent Limitation</b>
Cyanide, Total (as CN) <sup>1</sup>	µg/L	0.43	--	1.0
TCDD Equivalents	pg/L	0.014	--	0.033
Settleable Solids	ml/L	0.1	--	0.2
BOD <sub>5</sub> @ 20 °C	% Removal	85	--	--
BOD <sub>5</sub> @ 20 °C	mg/L	30	45	--
Chlorine, Total Residual	mg/L	0.01	--	0.02
Copper (Discharge Point 003 only)	µg/L	3.3	--	5.3

4. Pursuant to Water Code section 13385(h), the Regional Water Board must 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 waste discharge requirements 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(i), the Regional Water Board must assess a \$3,000 MMP for each violation whenever a discharger does any of the following four or more times in a 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 waste discharge requirement 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 waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.
6. On July 8, 2024, the Assistant Executive Officer of the Regional Water Board issued Administrative Civil Liability Complaint No. R1-2023-0008-A (Amended

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<sup>1</sup>Cyanide, Total (as CN) is determined analytically through strong acid distillation or UV radiation and exposure to strong acid followed by analysis of liberated free cyanide. In water, total cyanide includes the following dissolved species: free cyanide, weak metal cyanide complexes, and strong metal cyanide complexes.

Complaint) to the Discharger, seeking to impose \$393,000 in MMPs pursuant to Water Code section 13385(h) and/or (i), for one hundred thirty-one (131) effluent limitation violations from February 12, 2020, to March 31, 2024. During preparation of this Stipulated Order, it was determined that the Amended Complaint contained a duplicate alleged violation and one hundred thirty (130) violations subject to MMPs pursuant to Water Code section 13385(h) and (i) occurred during that time period. Those one hundred thirty (130) effluent limitation violations alleged in the Amended Complaint are alleged herein and identified in the attached Exhibit A, which is incorporated herein by reference.

7. From April 24, 2024, through June 30, 2025, the Discharger violated additional effluent limitations as set forth in Exhibit A, of which 19 violations are subject to MMPs pursuant to Water Code section 13385(h) and/or (i).
8. This Stipulated Order seeks to impose \$447,000 in MMPs pursuant to Water Code section 13385(h) and (i) to resolve one hundred forty-nine (149) effluent limitation violations that are specifically identified in Exhibit A. The total proposed administrative civil liability amount is **\$447,000** (149 violations x \$3,000 per violation).
9. Pursuant to Water Code section 13385(l)(1), in lieu of assessing penalties pursuant to Water Code section 13385(h) or (i), the Regional Water Board, with the concurrence of the Discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project (SEP) in accordance with the enforcement policy of the State Water Resources Control Board (State Water Board). If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be expended on a SEP may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
10. Pursuant to Water Code section 13385(k)(1), in lieu of assessing all or a portion of MMPs, the Regional Water Board may require a POTW serving a small community to spend an equivalent amount on completion of a compliance project proposed by the POTW if the Regional Water Board finds each of the following:
  - a. The compliance project is designed to correct the violations within five years;
  - b. The compliance project is in accordance with the State Water Resource Control Board's (State Water Board) 2024 Water Quality Enforcement Policy (Enforcement Policy); and
  - c. The POTW has prepared a financing plan to complete the compliance project.
11. Water Code section 13385(k)(2) defines a "publicly owned treatment works serving a small community" for the purposes of administrative civil liability imposed for

MMPs, as a POTW “serving a population of 20,000 persons or fewer, or a rural county, with a financial hardship...”

12. A Compliance Project (CP) is “a project designed to address the problems related to the violation and bring the discharger back into compliance in a timely manner.” (Enforcement Policy, page 38.)
13. As described in the Enforcement Policy, a POTW serving a small community is one that serves a population of 10,000 or fewer people or lies completely within one or more rural counties. “Rural county” means a county classified by the Economic Research Service (ERS), United States Department of Agriculture (USDA), with a rural-urban continuum code of four through nine. (Enforcement Policy, page 33.)
14. The Enforcement Policy further describes “financial hardship” as a community served by the POTW that satisfies one of the following conditions: (1) the median household income for the community is less than 80 percent of the California median household income (MHI); (2) the community has an unemployment rate of 10 percent or greater; or (3) twenty percent of the population is below the poverty level. (Enforcement Policy, page 33.)
15. The Discharger is a POTW serving a small community because the Discharger’s WWTF in Arcata serves a population that lies completely within Humboldt County; a rural county with a rural-urban continuum code of 5 according to USDA ERS 2023 Rural-Urban Continuum Codes. The Discharger’s WWTF also serves a community with a financial hardship because: (1) Arcata’s MHI of \$48,731 is less than 80 percent of California’s MHI ( $\$76,416.80 = \$95,521 \text{ (California’s MHI)} \times 80\%$ ); (2) Arcata has a 56% unemployment rate; and (3) 29.6 percent of Arcata’s population is below the poverty level.
16. Regional Water Board staff has determined that the Discharger meets the requirements set forth in Water Code section 13385(k) and the Enforcement Policy to be recognized as a POTW serving a small community with a financial hardship. This determination makes the Discharger eligible to complete a CP in lieu of paying all or a portion of the MMPs.
17. 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 amount of **\$447,000** against the Discharger.
18. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption as an order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.

19. The Prosecution Team has determined that this 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 interest.

### **Section III: Stipulations**

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

1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability amount of **\$447,000** to resolve the violations alleged herein as follows:
  - a. The Discharger shall submit payment of \$150,810 no later than 30 days after the effective date of this Stipulated Order. The check must be made payable to the "State Water Pollution Cleanup and Abatement Account," reference "Order R1-2025-0037," and mailed to:  
  
State Water Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888  
  
The Discharger shall provide a copy of the check via email to the State Water Board's Office of Enforcement ([Paul.Ciccarelli@waterboards.ca.gov](mailto:Paul.Ciccarelli@waterboards.ca.gov)) and the Regional Water Board ([Monica.Bueno@waterboards.ca.gov](mailto:Monica.Bueno@waterboards.ca.gov)) .
  - b. The Parties agree that up to \$231,000 will be suspended pending the Discharger's completion of a SEP.
  - c. The Parties agree that up to \$65,190 of the liability associated with the Cyanide violations will be suspended pending completion of a CP.
  - d. The SEP Amount and CP Amount will each become due and payable if the initial monetary assessment described in Section III, paragraph 1.a is not paid as required.
2. **Supplemental Environmental Project:** In accordance with the State Water Board's 2017 Policy on Supplemental Environmental Projects<sup>2</sup> (SEP Policy) and Water Code section 13385(I), the Parties agree that up to \$231,000 (SEP

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<sup>2</sup> 2017 Supplemental Environmental Projects Policy can be accessed online at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/enforcement/docs/seps/20180503\\_sep\\_policy\\_amd.pdf](https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/seps/20180503_sep_policy_amd.pdf).

Amount)<sup>3</sup> will be suspended pending the Discharger's completion of a third-party performed SEP as detailed below and in the attached SEP Proposal (Exhibit B), which is incorporated herein by reference.

- a. **SEP Description:** The Discharger proposes to fund implementation of the *Arcata 7<sup>th</sup> and 9<sup>th</sup> Streets Asbestos Cement Waterline Replacement Project* (the SEP), which qualifies as a Public Health SEP under the SEP Policy. The SEP consists of removing aging, unreliable 4-inch asbestos concrete (AC) water main pipes and installing modern, C-900 water main pipes to the Disadvantage Community neighborhood in downtown Arcata along 7<sup>th</sup> and 9<sup>th</sup> streets. As AC water pipes age, they can release asbestos fibers into drinking water. By replacing these aging pipes with modern pipes, the SEP ensures safe, clean, affordable, reliable drinking water service to the community. The SEP supports the State and Regional Water Boards' core value of the human right to water, improves water quality, and encompasses the Municipal and Domestic Supply beneficial use outlined in the Water Quality Control Plan for the North Coast Region (Basin Plan). Aging AC pipes are also prone to breakages and failures. The SEP, therefore, also protects natural resources through the conservation of water and more efficient water delivery. The SEP will be completed no later than June 30, 2027 at a total estimated cost of \$248,285.93. Additional details on the SEP, scope of work and project schedule, budget, and SEP reporting requirements are provided in Exhibit B.
- b. **SEP Milestone Requirements:** The Discharger agrees this Stipulated Order includes the Milestone Requirements set forth in Table 2 below. The Discharger agrees that acknowledgement of the completion of any Milestone Requirement is contingent on the Regional Water Board's or its delegate's adoption of this Stipulated Order. The implementation schedule for completion of the SEP and current completion status for milestones is as follows:

**Table 2 – SEP Milestone Requirements**

Task	Description	Proposed Completion Date
1	Complete Project Design	COMPLETE
2	Compile Project Documents and Solicit Bids	COMPLETE

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<sup>3</sup> \$238,500 is the maximum suspended liability amount allowed by Water Code section 13385(l). Costs expended in excess of that amount to complete the SEP will not be treated as a suspended liability for the purposes of this Stipulated Order.

3	Receive Bids from Construction Firms	COMPLETE
4	Award Contract to Construction Firm	COMPLETE
5	Construction Firm Under Contract	COMPLETE
6	Begin Construction of SEP	June 1, 2026
7	First Quarterly Progress Report	August 1, 2026
8	Second Quarterly Progress Report	November 1, 2026
9	Third Quarterly Progress Report	February 1, 2027
10	SEP Completion (fully installed and operational)	June 30, 2027
11	Submission of Final Report/ Certification of SEP Completion	September 31, 2027

**c. Representations and Agreements Regarding the SEP:**

- i. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger agrees it will spend the SEP Amount to implement the SEP, in its entirety and in accordance with the schedule in Table 2.
- ii. The Discharger agrees that the Regional Water Board has the right to require a third-party audit, at the Discharger's expense, of the funds expended to implement the SEP, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

**d. SEP Reporting Requirements:** The Discharger shall submit the following certified written reports to the Regional Water Board contact identified in Section III, paragraph 15 below:

- i. **Quarterly Reports:** Quarterly Reports must be submitted by the due date(s) in Table 2. At a minimum, the Quarterly Reports must include an



explanation of all SEP activities completed during each reporting period, an accounting of funds expended, and the proposed work for the following quarter. If the Discharger is not in compliance with the schedule in Table 2, the Quarterly Reports shall explain the cause(s) of the delay(s) and the anticipated date of compliance with the schedule.

ii. **Certification of SEP Completion:** The Certification of SEP Completion must be submitted by the due date in Table 2. A responsible official for the Discharger must submit a Certification of SEP Completion, signed under penalty of perjury, that includes the following:

1. Certified statement that the Discharger completed the SEP in accordance with the terms of this Stipulated Order.
2. Certification documenting expenditures to implement the SEP. Expenditures may include external payments to outside vendors and other costs directly associated with completing the SEP, including the work undertaken to complete and submit the SEP Quarterly Reports and Certification of SEP Completion. In preparing the certification, the Discharger may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. The Discharger may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and verify the costs incurred.
3. Confirmation that the Discharger followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act (California Water Code), and the federal Clean Water Act.

The Discharger shall provide Regional Water Board staff with any additional information reasonably necessary to verify the Discharger's SEP expenditures and completion.

3. **Compliance Project:** In accordance with the Enforcement Policy and Water Code section 13385(k), the Parties agree that up to \$65,190 (CP Amount) will be suspended pending completion of the CP as detailed below and in the attached CP Proposal (Exhibit C), which is incorporated herein by reference.



- a. **CP Description:** The Discharger proposes to fund and conduct a holding time study to return to compliance with Cyanide effluent limitations in Permit section IV. The Discharger believes that the source of the elevated Cyanide in the WWTF effluent is a result of chemical interferences occurring during the Discharger's effluent sampling procedures. The CP consists of conducting a study to determine the acceptable holding time for unpreserved effluent samples per the procedures detailed in American Society of Testing and Materials (ASTM) D4841, *Standard Practice for Estimation of Holding Time for Water Samples Containing Organic and Inorganic Constituents*. The holding time study is intended to establish an acceptable (or maximum) unpreserved sample holding time for the analysis of Total Cyanide by acid distillation and colorimetric determination (Standard Methods 4500-CN). The CP will be completed no later than December 31, 2025 at a total estimated cost of \$65,190. Detailed information on the CP, the scope of work (CP Phases) and project schedule, and budget are provided in Exhibit C.
- b. **CP Milestone Requirements:** The Discharger agrees that this Stipulated Order includes the Milestone Requirements set forth in Table 3 below. The Discharger agrees that acknowledgement of the completion of any Milestone Requirement is contingent on the Regional Water Board's or its delegate's adoption of this Stipulated Order. The implementation schedule for completion of the CP and current completion status for milestones are set forth below:

**Table 3 – CP Milestone Requirements**

Task	Description	Proposed Completion Date
1	Complete Project Design	COMPLETE
2	Compile Project Documents and Solicit Bids	COMPLETE
3	Completion of Phase 1	COMPLETE
4	Completion of Phase 2B	COMPLETE
5	Completion of Phase 3A	COMPLETE
6	Completion of Phase 2A	November 14, 2025

7	Completion of Phase 6	December 31, 2025
8	Submission of Final Report/ Certification of Compliance Project Completion	December 31, 2025

**c. Representations and Agreements Regarding the CP:**

- i. As a material condition of the Regional Water Board's acceptance of this Stipulated Order, the Discharger agrees that it will use the CP Amount to implement the CP, in its entirety and in accordance with the schedule in Table 3.
- ii. The Discharger agrees that the Regional Water Board has the right to require a third-party audit, at the Discharger's expense, of the funds expended to implement the CP, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

**d. Certification of CP Completion:** The Discharger must submit a written Certification of CP Completion to the designated Regional Water Board contact identified in Section III, paragraph 15 below, by the due date in Table 3. A responsible official for the Discharger must submit a Certification of CP Completion, signed under penalty of perjury, that includes the following:

- i. Certified statement that the Discharger completed the CP in accordance with the terms of this Stipulated Order.
- ii. Certification documenting expenditures to implement the CP. Expenditures may include external payments to outside vendors and other costs directly associated with completing the CP, including the work undertaken to complete and submit the Certification of CP Completion. In preparing the certification, the Discharger may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. The Discharger may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate CP completion and verify the costs incurred.

- iii. Confirmation that the Discharger followed all applicable environmental laws and regulations in implementing the CP, including the CEQA, California Water Code, and the federal Clean Water Act.

The Discharger shall provide Regional Water Board staff with any additional information reasonably necessary to verify the Discharger's CP expenditures and completion.

4. **Inspection Authority:** The Discharger agrees that Regional Water Board staff, or its third-party oversight staff, have permission to inspect the SEP and/or the CP at any time without advance notice during normal business hours.
5. **No Fiscal Benefit to Regional Water Board Functions, Members, or Staff:** The SEP and CP provide no direct fiscal benefits to the Regional Water Board's functions, its members, its staff, or any family members of staff.
6. **SEP and CP Oversight:** Regional Water Board staff will oversee implementation of the SEP and CP. The Settling Respondent is responsible for any charged costs for such oversight, which are not included in the SEP Amount or CP Amount.
7. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the Discharger has not expended money in the amounts claimed, or has not adequately completed any of the work in the SEP or CP, the Regional Water Board may require, and the Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board, stating that in its professional opinion, the Discharger has or has not expended money in the amounts claimed. In the event of such an audit, the Discharger agrees that the third-party auditor will be provided access to all documents that the auditor requests. The audit must be provided to the designated Regional Water Board contact in Section III, paragraph 15, within three months of the date on which the Regional Water Board requires the audit.
8. **Publicity Associated with the SEP and CP:** Whenever the Discharger or its agents or subcontractors publicize one or more elements of the SEP and/or CP, they shall state in a **prominent manner** that the SEP and/or CP was undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
9. **Time Extension for SEP or CP:** The Executive Officer of the Regional Water Board (Executive Officer) may extend the deadlines contained in this Stipulated Order for good cause if the Discharger demonstrates delays from unforeseeable circumstances, provided the Discharger continues to undertake all appropriate measures to meet its deadlines. **The Discharger must make any deadline extension request in writing at least 30 days prior to the applicable deadline.** Under no circumstances may the completion of the SEP exceed three (3) years,

nor may the CP exceed five (5) years, from the effective date of this Stipulated Order. Any approval of an extension by the Executive Officer must be sent to the Discharger in writing, and such writing will have the effect of revising this Stipulated Order.

10. **Regional Water Board Acceptance of Completed SEP and CP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, completion of the SEP and 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 SEP Amount and CP Amount.
11. **Failure to Expend All Suspended Funds on the Approved SEP and/or CP :** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount and/or CP Amount was spent on the completed SEP and/or CP, the Discharger must pay the difference between the SEP Amount and/or CP Amount and the amount demonstrated was actually spent on the SEP and/or 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 1.a. Timely payment of the Difference shall satisfy the Discharger's obligations to implement the SEP and/or CP.
12. **Failure to Complete the SEP and/or CP:** If the SEP and/or the CP are not fully implemented by their completion dates in Tables 2 and 3, or if there has been a material failure to satisfy any of the Milestone Requirements, Regional Water Board staff shall issue a "Notice of Violation" to the Discharger, requiring the Discharger to pay either a portion of or the full SEP Amount and/or CP Amount. The amount of suspended liability owed must be determined via a written, stipulated agreement between the Parties, or if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the Regional Water Board or its delegate. 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 SEP and/ CP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's ruling on the Motion for Payment of Suspended Liability, the Discharger shall submit payment pursuant to the ruling and consistent with the payment method described in Section III, paragraph 1.a. Timely payment of the Suspended Liability amount determined by the Regional Water Board or its delegate, following the Motion for Payment of Suspended Liability, shall satisfy the Discharger's obligation to implement the SEP and/or the CP.

13. **Unsuccessful Completed CP:** In the event the Discharger completes the CP, but the conclusion of CP Phase 2A does not result in an acceptable holding time for unpreserved Cyanide effluent samples and/or the Discharger does not return to compliance with the Permit's Cyanide effluent limitation(s), then the Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the full CP Amount 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 1.a. Timely payment of the CP Amount shall satisfy the Discharger's obligations to implement the CP.
14. **Regional Water Board is not Liable:** Neither Regional Water Board members nor 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 of 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.
15. **Party Contacts for Communications related to Stipulation/Order:**

For the Regional Water Board:	For the Discharger:
Monica Bueno Environmental Scientist North Coast Regional Water Quality Control Board 930 6 <sup>th</sup> Street Eureka, CA 95501 <a href="mailto:Monica.Bueno@waterboards.ca.gov">Monica.Bueno@waterboards.ca.gov</a> (707) 576-2223	Rachel Hernandez Wastewater Operations & Compliance Manager City of Arcata Wastewater Treatment Facility 736 F Street Arcata, CA 95521 <a href="mailto:rhernandez@cityofarcata.org">rhernandez@cityofarcata.org</a> (707) 825-2148

16. **Compliance with Applicable Laws:** The Discharger understands and agrees that complying with the terms of this Stipulated Order, including payment of the administrative civil liability set forth herein, is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject the Discharger to further enforcement, including additional administrative civil liability.
17. **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 SEP and CP in accordance with the terms of this Stipulated Order or payment of any amount of administrative civil liability set forth in a Notice of Violation and/or Motion for Payment of Suspended Liability issued in accordance with Section III, paragraphs 11 and 12.

18. **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.
19. **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.
20. **Public Notice:** The Discharger understands and agrees this Stipulated Order must be posted on the Regional Water Board's website 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 it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order once signed.
21. **Addressing Objections Raised During Public Comment Period:** The Parties agree the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's, or its delegate's, adoption 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, or its delegate, requires a public hearing before adopting this Stipulated Order, 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.



22. **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 each represented by counsel in this matter.
23. **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.
24. **If this Stipulated Order Does Not Take Effect:** In the event this Stipulated 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 the matter may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liability for the underlying alleged violation(s), unless the Parties agree otherwise. The Parties agree all oral and written statements and agreements made during settlement discussions will not be admissible as evidence in any hearing on the alleged violation(s). The Parties agree to waive any and all objections that efforts to settle this matter preclude the Regional Water Board from proceeding with a contested evidentiary hearing on the matter, including, but not limited to the following:
- a. Objections related to prejudice or bias of any 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.
25. **Waiver of Hearing:** Discharger has been informed of the rights Water Code section 13323(b) provides and hereby waives its right to a hearing before the Regional Water Board prior to adoption of this Stipulated Order. However, the Discharger may appear at any Regional Water Board hearing where approval of this settlement is discussed. If the settlement is not adopted and the matter proceeds to the Regional Water Board or State Water Board for a hearing, the Discharger does not waive its right to an adjudicatory hearing before any order other than this Stipulated Order is imposed.
26. **Waiver of Right to Petition or Appeal:** Discharger hereby waives its right to petition the Regional Water Board's adoption of this Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to



any court, such as any 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, determination of SEP or CP completion, and other terms contained in this Stipulated Order.

27. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, 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 the Amended Complaint, this Stipulated Order, the SEP, or the CP, except that this covenant is not intended to, and does not, limit the Discharger's right to sue over other Regional Water Board orders or limit the Discharger's rights to defend against any other taken by the Regional Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any state agency, or the State of California or its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
28. **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.
29. **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.
30. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Discharger does not admit to any violations of the Clean Water Act, the Water Code, or any other federal, state or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of a prior history of violation consistent with Water Code sections 13327 and 13385(e), and the Enforcement Policy. By entering into this agreement, the Discharger does not waive any defenses or arguments related to any new enforcement action that may be brought by the Regional Water Board, including any brought under its discretionary enforcement authority reserved herein.
31. **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 this Stipulated Order.

32. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
33. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder of this Stipulated Order shall remain in full force and effect.
34. **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.
35. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegate, adopts the Order incorporating the terms of this Stipulated Order.

**IT IS SO STIPULATED.**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Claudia E. Villacorta, P.E.  
Assistant Executive Officer**

**IT IS SO STIPULATED.**

**City of Arcata**

Date: October 7, 2025

By:



**David Loya,  
Acting City Manager**

## ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. 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 SEP and a CP 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 Discharger shall conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The Discharger will bear all costs of determining whether implementation of any plan required by this Order will have a significant impact on the environment and, if so, the Discharger shall bear all costs of preparing 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 (MOU) with the Regional Water Board regarding such costs prior to undertaking any environmental review.
3. 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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Valerie Quinto**  
**Executive Officer**

### Exhibits:

- A. Exhibit A – List of Violations Requiring Mandatory Minimum Penalties
- B. Exhibit B – Supplemental Environmental Project Proposal
- C. Exhibit C – Compliance Project Proposal

Exhibit A – List of Violations Requiring Mandatory Minimum Penalties

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Arcata City

Arcata City WWTF

WDID No. 1B82114OHUMNPDES No. CA0022713 EXHIBIT "A"

***Effluent Limitation 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	1073186	02/12/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.1	ug/L	N		10%	08/16/2019	C <sup>4</sup>	8	Y	13385(i)	\$ 3,000
2	1073187	02/20/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.3	ug/L	N		30%	08/24/2019	S	9	Y	13385(i)	\$ 3,000
3	1073185	02/29/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.1	ug/L	N		156%	09/02/2019	S	8	Y	13385(i)	\$ 3,000
4	1077682	04/21/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.5	ug/L	N		50%	10/24/2019	S	9	Y	13385(i)	\$ 3,000
5	1077684	04/30/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.5	ug/L	N		249%	11/02/2019	S	10	Y	13385(i)	\$ 3,000
6	1077683	06/17/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.3	ug/L	N		30%	12/20/2019	S	8	Y	13385(i)	\$ 3,000
7	1077679	06/30/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.3	ug/L	N		202%	01/02/2020	S	7	Y	13385(i)	\$ 3,000
8	1080738	07/08/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.8	ug/L	N		180%	01/10/2020	S	8	Y	13385(i)	\$ 3,000
9	1080739	08/04/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.8	ug/L	N		180%	02/06/2020	S	9	Y	13385(i)	\$ 3,000
10	1080737	08/11/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.9	ug/L	N		190%	02/13/2020	S	9	Y	13385(i)	\$ 3,000
11	1080742	08/31/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.8	ug/L	N		551%	03/04/2020	S	8	Y	13385(i)	\$ 3,000
12	1080740	09/17/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.5	ug/L	N		150%	03/21/2020	S	9	Y	13385(i)	\$ 3,000

<sup>4</sup> The first three violations in a 380-day period shall not receive MMP assessment unless serious. This violation was determined to be an MMP subject to a mandatory fine as it is the 8<sup>th</sup> violation within the past 180-day count. The previous violations were addressed through ACLO RI-2022-0051 ([https://www.waterboards.ca.gov/northcoast/board\\_decisions/adopted\\_orders/rd/2023/RI-2022-0051.pdf](https://www.waterboards.ca.gov/northcoast/board_decisions/adopted_orders/rd/2023/RI-2022-0051.pdf))

#	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
13	1080741	09/30/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.5	ug/L	N		481%	04/03/2020	S	10	Y	13385(i)	\$ 3,000
14	1085135	10/01/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.6	ug/L	N		160%	04/04/2020	S	11	Y	13385(i)	\$ 3,000
15	1085144	10/08/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.2	ug/L	N		120%	04/11/2020	S	12	Y	13385(i)	\$ 3,000
16	1085145	10/21/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	04/24/2020	S	12	Y	13385(i)	\$ 3,000
17	1085137	10/31/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.3	ug/L	N		435%	05/04/2020	S	12	Y	13385(i)	\$ 3,000
18	1085139	11/09/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.4	ug/L	N		140%	05/13/2020	S	13	Y	13385(i)	\$ 3,000
19	1085141	11/16/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.4	ug/L	N		140%	05/20/2020	S	14	Y	13385(i)	\$ 3,000
20	1085142	11/24/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.6	ug/L	N		60%	05/28/2020	S	15	Y	13385(i)	\$ 3,000
21	1085138	11/30/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.1	ug/L	N		388%	06/03/2020	S	16	Y	13385(i)	\$ 3,000
22	1085136	12/01/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.8	ug/L	N		80%	06/04/2020	S	17	Y	13385(i)	\$ 3,000
23	1085140	12/28/2020	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.3	ug/L	N		130%	07/01/2020	S	16	Y	13385(i)	\$ 3,000
24	1085143	12/31/2020	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.7	ug/L	N		295%	07/04/2020	S	17	Y	13385(i)	\$ 3,000
25	1089227	01/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1	ug/L	N		133%	08/04/2020	S	18	Y	13385(i)	\$ 3,000
26	1089225	02/17/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.2	ug/L	N		20%	08/21/2020	S	17	Y	13385(i)	\$ 3,000
27	1089230	02/28/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.2	ug/L	N		179%	09/01/2020	S	17	Y	13385(i)	\$ 3,000
28	1089229	03/17/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.1	ug/L	N		10%	09/18/2020	C	17	Y	13385(i)	\$ 3,000
29	1089228	03/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1	ug/L	N		133%	10/02/2020	S	16	Y	13385(i)	\$ 3,000



#	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
30	1092287	04/07/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.6	ug/L	N		60%	10/09/2020	S	16	Y	13385(i)	\$ 3,000
31	1092288	04/14/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.4	ug/L	N		40%	10/16/2020	S	17	Y	13385(i)	\$ 3,000
32	1092289	04/27/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	10/29/2020	S	17	Y	13385(i)	\$ 3,000
33	1092291	04/30/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.7	ug/L	N		295%	11/01/2020	S	17	Y	13385(i)	\$ 3,000
34	1092285	05/04/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.6	ug/L	N		160%	11/05/2020	S	18	Y	13385(i)	\$ 3,000
35	1092286	05/19/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.2	ug/L	N		120%	11/20/2020	S	17	Y	13385(i)	\$ 3,000
36	1092284	05/26/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.7	ug/L	N		170%	11/27/2020	S	17	Y	13385(i)	\$ 3,000
37	1092292	05/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.5	ug/L	N		481%	12/02/2020	S	16	Y	13385(i)	\$ 3,000
38	1092293	06/23/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.8	ug/L	N		180%	12/25/2020	S	17	Y	13385(i)	\$ 3,000
39	1092290	06/30/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.8	ug/L	N		551%	01/01/2021	S	16	Y	13385(i)	\$ 3,000
40	1096039	07/07/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.4	ug/L	N		140%	01/08/2021	S	17	Y	13385(i)	\$ 3,000
41	1096037	07/13/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	01/14/2021	S	18	Y	13385(i)	\$ 3,000
42	1096036	07/28/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.2	ug/L	N		120%	01/29/2021	S	19	Y	13385(i)	\$ 3,000
43	1096041	07/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.2	ug/L	N		412%	02/01/2021	S	18	Y	13385(i)	\$ 3,000
44	1096042	08/04/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.2	ug/L	N		120%	02/05/2021	S	19	Y	13385(i)	\$ 3,000
45	1096045	08/18/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	4.4	ug/L	N		340%	02/19/2021	S	19	Y	13385(i)	\$ 3,000
46	1096040	08/24/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.4	ug/L	N		140%	02/25/2021	S	20	Y	13385(i)	\$ 3,000

#	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
47	1096044	08/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	3	ug/L	N		598%	03/04/2021	S	20	Y	13385(i)	\$ 3,000
48	1096046	09/14/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.7	ug/L	N		170%	03/18/2021	S	20	Y	13385(i)	\$ 3,000
49	1096038	09/29/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.5	ug/L	N		150%	04/02/2021	S	20	Y	13385(i)	\$ 3,000
50	1096043	09/30/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.6	ug/L	N		505%	04/03/2021	S	21	Y	13385(i)	\$ 3,000
51	1099685	10/06/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.3	ug/L	N		130%	04/09/2021	S	21	Y	13385(i)	\$ 3,000
52	1099683	10/20/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.9	ug/L	N		190%	04/23/2021	S	21	Y	13385(i)	\$ 3,000
53	1099681	10/27/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	04/30/2021	S	21	Y	13385(i)	\$ 3,000
54	1099687	10/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.4	ug/L	N		458%	05/04/2021	S	21	Y	13385(i)	\$ 3,000
55	1099679	11/17/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.8	ug/L	N		80%	05/21/2021	S	20	Y	13385(i)	\$ 3,000
56	1099682	11/30/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.8	ug/L	N		319%	06/03/2021	S	19	Y	13385(i)	\$ 3,000
57	1099680	12/08/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.7	ug/L	N		70%	06/11/2021	S	20	Y	13385(i)	\$ 3,000
58	1099686	12/15/2021	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.1	ug/L	N		10%	06/18/2021	C	21	Y	13385(i)	\$ 3,000
59	1099684	12/31/2021	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.4	ug/L	N		226%	07/04/2021	S	20	Y	13385(i)	\$ 3,000
60	1103364	02/16/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.4	ug/L	N		40%	08/20/2021	S	15	Y	13385(i)	\$ 3,000
61	1103368	02/28/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.4	ug/L	N		226%	09/01/2021	S	14	Y	13385(i)	\$ 3,000
62	1103363	03/01/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.8	ug/L	N		80%	09/02/2021	S	15	Y	13385(i)	\$ 3,000
63	1103365	03/08/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.1	ug/L	N		110%	09/09/2021	S	16	Y	13385(i)	\$ 3,000

#	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
64	1103366	03/23/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.7	ug/L	N		70%	09/24/2021	S	16	Y	13385(i)	\$ 3,000
65	1103362	03/30/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2	ug/L	N		100%	10/01/2021	S	15	Y	13385(i)	\$ 3,000
66	1103367	03/31/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.9	ug/L	N		342%	10/02/2021	S	16	Y	13385(i)	\$ 3,000
67	1106513	05/18/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.6	ug/L	N		160%	11/19/2021	S	12	Y	13385(i)	\$ 3,000
68	1106511	05/31/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.6	ug/L	N		505%	12/02/2021	S	12	Y	13385(i)	\$ 3,000
69	1106509	06/08/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	3.2	ug/L	N		220%	12/10/2021	S	12	Y	13385(i)	\$ 3,000
70	1106510	06/15/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	3	ug/L	N		200%	12/17/2021	S	12	Y	13385(i)	\$ 3,000
71	1111692	06/29/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	3.5	ug/L	N		250%	12/31/2021	S	N/A	Y	13385(h)	\$ 3,000
72	1106512	06/30/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	3	ug/L	N		598%	01/01/2022	S	13	Y	13385(i)	\$ 3,000
73	1109686	07/06/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.7	ug/L	N		170%	01/07/2022	S	14	Y	13385(i)	\$ 3,000
74	1109688	07/27/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.4	ug/L	N		140%	01/28/2022	S	15	Y	13385(i)	\$ 3,000
75	1109680	07/31/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.55	ug/L	N		493%	02/01/2022	S	16	Y	13385(i)	\$ 3,000
76	1109687	08/03/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.5	ug/L	N		150%	02/04/2022	S	17	Y	13385(i)	\$ 3,000
77	1109689	08/24/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.9	ug/L	N		190%	02/25/2022	S	17	Y	13385(i)	\$ 3,000
78	1109681	08/31/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.7	ug/L	N		528%	03/04/2022	S	16	Y	13385(i)	\$ 3,000
79	1109683	09/14/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.4	ug/L	N		140%	03/18/2022	S	16	Y	13385(i)	\$ 3,000
80	1109684	09/19/2022	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	2.9	ug/L	N		190%	03/23/2022	S	17	Y	13385(i)	\$ 3,000

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81	1109682	09/30/2022	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.55	ug/L	N		493%	04/03/2022	S	15	Y	13385(i)	\$ 3,000
82	1113036	10/05/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.2	ug/L	N		120%	04/08/2022	S	18	Y	13385(i)	\$ 3,000
83	1113033	10/11/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.6	ug/L	N		160%	04/14/2022	S	19	Y	13385(i)	\$ 3,000
84	1113035	10/31/2022	Cyanide, Free Available	Group 2	Monthly Average	0.43	2.4	ug/L	N		458%	05/04/2022	S	22	Y	13385(i)	\$ 3,000
85	1113034	11/16/2022	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.6	ug/L	N		60%	05/20/2022	S	22	Y	13385(i)	\$ 3,000
86	1115833	01/25/2023	TCDD Equivalents	Group 2	Daily Maximum	3E-08	3.9E-07	ug/L	N		1200%	07/29/2022	S	18	Y	13385(i)	\$ 3,000
87	1115834	01/31/2023	TCDD Equivalents	Group 2	Monthly Average	1E-08	3.9E-07	ug/L	N		3800%	08/04/2022	S	17	Y	13385(i)	\$ 3,000
88	1115830	02/28/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1	ug/L	N		133%	09/01/2022	S	16	Y	13385(i)	\$ 3,000
89	1115831	03/07/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.6	ug/L	N		60%	09/08/2022	S	17	Y	13385(i)	\$ 3,000
90	1115829	03/14/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.5	ug/L	N		50%	09/15/2022	S	17	Y	13385(i)	\$ 3,000
91	1115835	03/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.6	ug/L	N		272%	10/02/2022	S	16	Y	13385(i)	\$ 3,000
92	1118674	04/30/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	0.93	ug/L	N		116%	11/01/2022	S	10	Y	13385(i)	\$ 3,000
93	1118676	05/16/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.7	ug/L	N		70%	11/17/2022	S	10	Y	13385(i)	\$ 3,000
94	1118677	05/25/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.9	ug/L	N		90%	11/26/2022	S	11	Y	13385(i)	\$ 3,000
95	1118672	05/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.8	ug/L	N		319%	12/02/2022	S	10	Y	13385(i)	\$ 3,000
96	1118678	06/01/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.7	ug/L	N		70%	12/03/2022	S	11	Y	13385(i)	\$ 3,000
97	1118671	06/15/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.1	ug/L	N		110%	12/17/2022	S	12	Y	13385(i)	\$ 3,000
98	1118670	06/22/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.4	ug/L	N		140%	12/24/2022	S	13	Y	13385(i)	\$ 3,000

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99	1118675	06/30/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.1	ug/L	N		388%	01/01/2023	S	14	Y	13385(i)	\$ 3,000
100	1121373	07/19/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.8	ug/L	N		80%	01/20/2023	S	15	Y	13385(i)	\$ 3,000
101	1121374	07/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.8	ug/L	N		319%	02/01/2023	S	14	Y	13385(i)	\$ 3,000
102	1121380	08/02/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.3	ug/L	N		130%	02/03/2023	S	15	Y	13385(i)	\$ 3,000
103	1121375	08/09/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.1	ug/L	N		110%	02/10/2023	S	16	Y	13385(i)	\$ 3,000
104	1121376	08/23/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	02/24/2023	S	17	Y	13385(i)	\$ 3,000
105	1121382	08/28/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.6	ug/L	N		160%	03/01/2023	S	17	Y	13385(i)	\$ 3,000
106	1121377	08/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.3	ug/L	N		435%	03/04/2023	S	18	Y	13385(i)	\$ 3,000
107	1121381	09/20/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.5	ug/L	N		150%	03/24/2023	S	17	Y	13385(i)	\$ 3,000
108	1121378	09/30/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	2.5	ug/L	N		481%	04/03/2023	S	17	Y	13385(i)	\$ 3,000
109	1123712	10/03/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2.3	ug/L	N		130%	04/06/2023	S	18	Y	13385(i)	\$ 3,000
110	1123708	10/10/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.5	ug/L	N		50%	04/13/2023	S	19	Y	13385(i)	\$ 3,000
111	1124613	10/30/2023	Chlorine, Total Residual	Group 2	Daily Maximum	0.02	3.56	mg/L	N		17700%	05/03/2023	S	19	Y	13385(i)	\$ 3,000
112	1123709	10/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.9	ug/L	N		342%	05/04/2023	S	20	Y	13385(i)	\$ 3,000
113	1123718	11/01/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	2	ug/L	N		100%	05/05/2023	S	21	Y	13385(i)	\$ 3,000
114	1123711	11/08/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.3	ug/L	N		30%	05/12/2023	S	22	Y	13385(i)	\$ 3,000
115	1123713	11/28/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.6	ug/L	N		60%	06/01/2023	S	20	Y	13385(i)	\$ 3,000

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116	1123714	11/30/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.6	ug/L	N		272%	06/03/2023	S	20	Y	13385(i)	\$ 3,000
117	1123710	12/13/2023	TCDD Equivalents	Group 2	Daily Maximum	3E-08	4.1E-07	ug/L	N		1267%	06/16/2023	S	20	Y	13385(i)	\$ 3,000
118	1123720	12/13/2023	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.3	ug/L	N		30%	06/16/2023	S	21	Y	13385(i)	\$ 3,000
119	1123715	12/31/2023	TCDD Equivalents	Group 2	Monthly Average	1E-08	4.1E-07	ug/L	N		4000%	07/04/2023	S	20	Y	13385(i)	\$ 3,000
120	1123719	12/31/2023	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.3	ug/L	N		202%	07/04/2023	S	21	Y	13385(i)	\$ 3,000
121	1126634	01/11/2024	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.7	ug/L	N		70%	07/15/2023	S	22	Y	13385(i)	\$ 3,000
122	1126633	01/24/2024	TCDD Equivalents	Group 2	Daily Maximum	3E-08	1.6E-06	ug/L	N		5200%	07/28/2023	S	22	Y	13385(i)	\$ 3,000
123	1126642	01/24/2024	TCDD Equivalents	Group 2	Daily Maximum	3E-08	2.7E-07	ug/L	N		800%	07/28/2023	S	23	Y	13385(i)	\$ 3,000
124	1126632	01/31/2024	TCDD Equivalents	Group 2	Monthly Average	1E-08	1.6E-06	ug/L	N		15800%	09/04/2023	S	22	Y	13385(i)	\$ 3,000
125	1126636	01/31/2024	TCDD Equivalents	Group 2	Monthly Average	1E-08	2.7E-07	ug/L	N		2600%	09/04/2023	S	23	Y	13385(i)	\$ 3,000
126	1126641	03/06/2024	TCDD Equivalents	Group 2	Daily Maximum	0.014	0.46	pg/L	N		3186%	09/08/2023	S	20	Y	13385(i)	\$ 3,000
127	1126635	03/07/2024	Settleable Solids	Group 1	Daily Maximum	0.2	0.4	ml/L	N		100%	09/09/2023	S	21	Y	13385(i)	\$ 3,000
128	1126638	03/13/2024	TCDD Equivalents	Group 2	Daily Maximum	0.014	0.281	pg/L	N		1907%	09/15/2023	S	23	Y	13385(i)	\$ 3,000
129	1126639	03/13/2024	TCDD Equivalents	Group 2	Monthly Average	0.014	0.37	pg/L	N		2543%	09/15/2023	S	24	Y	13385(i)	\$ 3,000
130	1126637	03/31/2024	BOD5 @ 20 Deg. C,	Group 1	Monthly Average	85	83	%removal	N		-2%	10/03/2023	C	23	Y	13385(i)	\$ 3,000
131	1130328	04/24/2024	TCDD Equivalents	Group 2	Maximum Daily	0.033	0.685	pg/L	N		1976%	10/27/2023	S	22	Y	13385(i)	\$ 3,000
132	1130327	04/30/2024	TCDD Equivalents	Group 2	Monthly Average	0.014	0.685	pg/L	N		4793%	11/02/2023	S	20	Y	13385(i)	\$ 3,000
133	1130330	06/25/2024	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.2	ug/L	N		20%	12/28/2023	S	16	Y	13385(i)	\$ 3,000
134	1130329	06/30/2024	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.2	ug/L	N		179%	01/02/2024	S	15	Y	13385(i)	\$ 3,000
135	1135038	07/10/2024	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.3	ug/L	N		30%	01/12/2024	S	15	Y	13385(i)	\$ 3,000
136	1135036	09/18/2024	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.4	ug/L	N		40%	03/22/2024	S	7	Y	13385(i)	\$ 3,000

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137	1135035	09/30/2024	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.4	ug/L	N		226%	04/03/2024	S	7	Y	13385(i)	\$ 3,000
138	1139624	10/01/2024	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.2	ug/L	N		20%	04/04/2024	S	8	Y	13385(i)	\$ 3,000
139	1139621	11/30/2024	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1	ug/L	N		133%	06/03/2024	S	9	Y	13385(i)	\$ 3,000
140	1142603	01/31/2025	TCDD Equivalents	Group 2	Monthly Average	1.4E-07	1.5E-07	ug/L	N		7%	08/04/2024	C	10	Y	13385(i)	\$ 3,000
141	1142602	02/11/2025	Cyanide, Total (as CN)	Group 2	Daily Maximum	1	1.5	ug/L	N		50%	08/15/2024	S	11	Y	13385(i)	\$ 3,000
142	1145420	04/01/2025	Biochemical Oxygen	Group 1	Weekly Average	45	310	mg/L	N		589%	10/03/2024	S	9	Y	13385(i)	\$ 3,000
143	1145414	04/08/2025	Biochemical Oxygen	Group 1	Weekly Average	45	120	mg/L	N		167%	10/10/2024	S	10	Y	13385(i)	\$ 3,000
144	1145415	04/30/2025	BOD5 @ 20 Deg. C.	Group 1	Monthly Minimum	85	40	%	N		-53%	11/01/2024	S	11	Y	13385(i)	\$ 3,000
145	1145421	04/30/2025	Biochemical Oxygen	Group 1	Monthly Average	30	84	mg/L	N		180%	11/01/2024	S	12	Y	13385(i)	\$ 3,000
146	1145417	05/14/2025	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.2	ug/L	N		20%	11/15/2024	S	13	Y	13385(i)	\$ 3,000
147	1145418	05/31/2025	Cyanide, Total (as CN)	Group 2	Monthly Average	0.43	1.2	ug/L	N		179%	12/02/2024	S	10	Y	13385(i)	\$ 3,000
148	1145416	06/11/2025	Cyanide, Total (as CN)	Group 2	Maximum Daily	1	1.2	ug/L	N		20%	12/13/2024	S	11	Y	13385(i)	\$ 3,000
149	1145434	06/30/2025	Copper, Total	Group 2	Monthly Average	3.3	3.9	ug/L	N		18%	01/01/2025	C	10	Y	13385(i)	\$ 3,000
<b>Total Penalty: \$447,000</b>																	

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 Between February 12, 2020 and June 30, 2025

Group I Violations Assessed MMP: 6  
Group II Violations Assessed MMP: 143  
Other Effluent Violations Assessed MMP: 0  
Violations Exempt from MMP: 0  
Total Violations Assessed MMP: 149

**Mandatory Minimum Penalty = (143 Serious Violations + 6 Non-Serious Violations) x \$3,000 = \$447,000**



## **Exhibit B – Supplemental Environmental Project (SEP) Proposal**

**Name of Project:** Arcata 7th and 9th Streets Asbestos Cement Waterline Replacement Project

**Project Applicant and Address:**

City of Arcata  
736 F Street  
Arcata, CA 95521

**Contact Person and Title:**

Emily Sinkhorn  
Environmental Services Director

**Contact Phone Number and Email:**

707-825-2163  
esinkhorn@cityofarcata.org

**Project Category:**

Public Health

**Project Location:**

Within the public right-of-way of 7th and 9th Streets in the City of Arcata. (See attached location map).

**Regional Water Board's SEP Priorities:**

This proposed SEP will replace aging Asbestos Concrete (AC) water main pipes with modern, more reliable piping to ensure safe, clean, affordable, and reliable drinking water to a particular Disadvantaged Community neighborhood in the City of Arcata. The project supports the Water Board's core value of the human right to water, improves water quality, and encompasses the Municipal and Domestic Supply beneficial use outlined in the North Coast Basin Plan. Replacement of aging water main pipes with modern, more reliable piping also protects natural resources through the conservation of water and increased efficiency in water delivery. This project will further the State Water Board's mission to proactively address climate change.

**Project Description:**

This project will replace old and unreliable asbestos cement water main lines and associated drinking water infrastructure within the public right-of-way of 7th and 9th Streets in the City of Arcata as follows:

Removal of 4-Inch, AC water main: Work involves all labor, equipment, and materials necessary to remove the 4-inch water main pipe, including, but not limited to, furnishing, placing, and maintaining erosion and sediment control measures; excavation, shoring, and bracing; de-watering; controlling grade; properly characterizing and profiling of pipe material from a qualified site and receipt, removing, handling, storing, and disposing of

existing pipe including truck hauling costs and wages, fittings, joint harnesses, and thrust blocking; temporary and permanent asphalt concrete trench resurfacing (per trench and pavement restoration detail); cleanup during and after construction; all demolition and replacement of PCC sidewalk, curb, gutter, valley gutter; and all demolition and replacement of storm drain piping, culverts, arch-flow drains, and all other incidentals required to remove existing AC water main.

Installation of 8-inch and 12-inch water mains: Work includes all materials, labor, equipment, and permits, and performance of all work including, but not limited to furnishing and installing new 8-inch and 12-inch C-900 Water main pipe and new fittings between the tie-in to existing piping and the existing fittings; control of water; control of grade; placement of pipe, placement of pipe bedding and cover, installation of pipeline tracer where required, placement and compaction of backfill, Class II aggregate base and compaction, installation of thrust blocks, restrained joints, cut-off collars, shoring or trench safety, temporary and permanent asphalt concrete trench resurfacing (per trench and pavement restoration detail); all demolition and replacement of PCC sidewalk, curb, gutter, valley gutter; and demolition and replacement of storm drain piping, culverts, arch-flow drains, and other incidentals required to install piping as shown, and all other work required as described.

Installation of associated gate valves: Work includes, but not be limited to: excavation, valves, valve pots with lids marked "WATER" and raised to grade with PCC collar, tees, bolts, coupling, thrust blocks, flanges, reducers, G-5 Christy Boxes, shoring or trench safety, cleanup, and all other incidentals.

Installation of 1-Inch water service: Work shall locate and replace the existing service laterals, complete and in place, including, but not limited to: furnishing; placing; excavation; shoring; dewatering; excavation and maintenance of entry/receiving pits, all piping, fittings and appurtenances, disconnection, removal, and disposal of existing service; furnishing and installing new service saddle, corporation stop, piping, pipe fittings, angle valve, bushing (where required); providing and properly disposing of all water and chemicals required for flushing, pressure testing, and disinfection; placement of Class 2 aggregate base bedding and complete backfill of pits with required compaction temporary and permanent asphalt concrete trench resurfacing per trench detail; removal and disposal of existing meter box; removal and salvage or disposal of existing meter box and lid (as directed by the Engineer); connection to new main; furnishing and installation of new meter box and lid with 3/4" gravel bedding under meter; cleanup during and after construction; and all other incidental work required to install and connect new, fully-functional water services.

### **Scope of Work and Project Schedule**

The two main tasks for this proposed SEP involve the removal of old AC water main lines and replace with C-900 modern water lines in a disadvantaged Arcata neighborhood. The final deliverables will be the removal of 578 linear feet of 8-Inch AC water, installation of 578 linear feet of 8-Inch C-900 water main and 283 linear feet of 12- inch C900 water main and associated gate valves, and installation of four new water

services and meters.

## **Budget**

The total project cost is \$248,285.93, as itemized in the attached project location map. The City understands that only \$231,000 can be suspended for completion of this SEP per the statutory limit in Water Code section 13385(l) (\$15,000 plus 50% of the penalty amount that exceeds \$15,000).

The Arcata City Council has committed funding from the City's Water Fund needed to complete this project via a contract award to the lowest responsive, responsible bidder to the City's construction bid for the Steel Waterline Replacement Project, of which this proposed SEP is a subset project. The proposed SEP will be implemented by a third-party contractor, McCullough Construction, Inc., a construction company based in the City of Arcata. Neither the City nor the third-party implementer has existing commitments of federal or state loans, grants, or other state or federal assistance to complete the proposed SEP.

## **SEP Reporting Schedule & Requirements**

The City of Arcata will submit written quarterly progress reports documenting Project implementation (Quarterly Reports) and a certified statement of SEP completion (Certification of SEP Completion) as required in Section III, paragraph 2.d of Stipulated Order R1-2025-0037.

## **Financial Hardship Community, a DAC, or EJ Community**

This proposed SEP will directly serve residents in a Disadvantaged Community. The City of Arcata public water system is classified as a disadvantaged community as defined in Title 22, Division 4, Chapter 14.5, section 64300 of the California Code of Regulations. The City has submitted documentation to the State Water Resource Control Board certifying that the City's public water system serves a disadvantaged community. The City's Median Household Income (MHI) via the American Community Survey is currently \$48,734, less than 80% of the statewide median annual household income.

## **Project Readiness**

This project is currently ready to construct. Pending approval of proposed Stipulated Order R1-2025-003, construction will commence in spring 2026. The project has all necessary permits and contracts. The City Council has also adopted Class 1 and 2 CEQA exemptions for the project. All work will be within the City's right-of-way, so no landowner agreements are required.

## **Expected Benefits to Water Quality or Beneficial Uses**

This project proposes replacing old and unreliable asbestos cement (AC) waterline serving domestic drinking water to an Arcata neighborhood. Many of these water lines

were installed over 50 years ago and they are either near, or have exceeded, their useful life. As AC water pipes age, they can release asbestos fibers into drinking water. By replacing these aging pipes with modern pipes, this project ensures safe, clean, drinking water service to the community. These lines also frequently break, crack, and offset, and the resulting water leaks impact adjacent households and require the City to devote significant resources towards the maintenance and repair of these lines. The replacement of the old water lines with new C900 PVC piping will result in a water distribution system with fewer defects, and thus fewer leaks. The new lines will be more resistant to defects given that the newly installed C900 PVC pipe is fabricated in accordance with modern piping standards; additionally, the new pipes would be installed in accordance with modern construction standards and techniques, which would also increase the reliability of the pipe network. The City anticipates greater reliability of the City's drinking water system for Arcata residents and less strain on the City's water storage due to far fewer water leaks.

**Optional Information. If appropriate, discuss the following:**

- Whether this project is resilient to climate change and conforms with the State Water Board Resolution No. 2017-0012, [Comprehensive Response to Climate Change](#)

The purpose of this proposed SEP is to ensure conservation of drinking water for Arcata households. The design and location of the water system improvements are resilient to climate change (e.g. resilient materials, resilient to groundwater intrusion, etc). The project also conforms to the State Water Board Resolution No. 2017-0012 as its primary focus is to ensure Water Conservation and Efficiency.

- Whether this project can be the basis for additional funding from other sources

The only source of funding for this project is the City's Water Fund. In addition to this project, the City has further committed over \$10 million from its Water Fund to complete the larger Steel Waterline Replacement Project, of which this proposed SEP is a subproject.

- Whether this project is required by another agency

Neither this project nor the larger Steel Waterline Replacement Project is required to be implemented by any other agency or regulation.

- Whether this project has monitoring, success criteria, or other tools to track long-term success

The City's Engineering Department will be conducting daily construction inspection to ensure the tasks are completed to specifications. After successful installation, the City will continue to monitor for potential water leaks and respond immediately.

- Whether the applicant has an established record of completing projects with the Water Board or other agencies

The City of Arcata has demonstrated success in implementing a wide range of capital improvement projects throughout the City including the largest capital project the City has ever undertaken, the \$60 million Arcata Wastewater Treatment Facility Improvement Phase I Project, funded through the California Clean Water State Revolving Fund, which is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds through an agreement with the State Water Resources Control Board.

- Whether the applicant has the institutional stability and capacity to complete the project as proposed

The City of Arcata also has demonstrated institutional stability, as noted by the City's balanced budget proposed for fiscal year 2025-26 and approximately 70% of annual operating expenses available in reserves. (The City's policy is to have at least 30% of annual operating expenses held in reserves.) The City has the capacity to oversee the awarded contractor to construct this project. The City actively adopts and implements a Capital Improvement Program (CIP) to proactively address the City's long-term infrastructure needs.



CALIFORNIA MAP



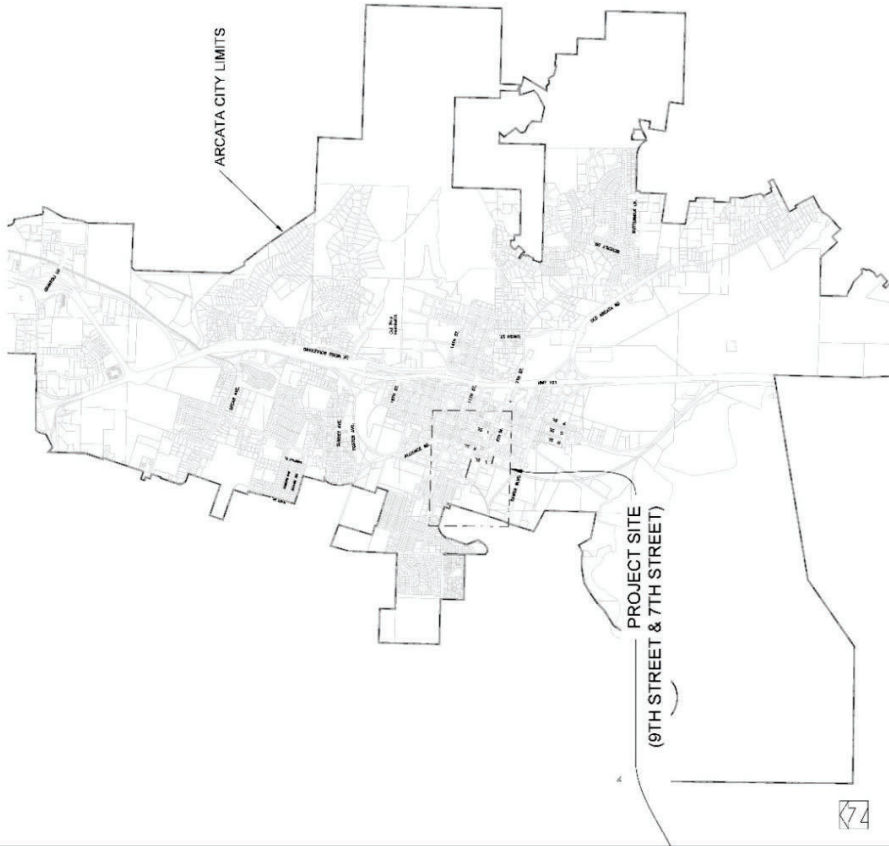
HUMBOLDT COUNTY MAP




COST BREAKDOWN				
NO. ITEM	QUANTITY	UNIT COST	SUBTOTAL	
INSTALL 12-INCH CSD	250	\$222.55 / LF	\$55,637.50	
INSTALL 8-INCH GATE VALVE	1	\$2,885.61 / EA	\$2,885.61	
8-INCH AG PIPE REMOVAL	575	\$54.68 / LF	\$31,440.50	
INSTALL 8-INCH CSD WATER MAIN	575	\$185.27 / LF	\$107,100.75	
1-INCH WATER SERVICE LINE AND WPTER	4	\$153.77 / EA	\$615.08	
INSTALL 8-INCH GATE VALVE	5	\$3,311.66 / EA	\$16,558.30	
TOTAL COST			\$248,285.93	



PROJECT LOCATION MAP

# STEEL WATERLINE REPLACEMENT PROJECT CITY OF ARCATA, ENGINEERING DEPT.





COVER SHEET

STEEL WATERLINE REPLACEMENT PROJECT

Project Name: WIRELESS LOCATIONS

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Reviewed by: NEERA B. BHATT

Date:	January 2025	Sheet:	0-001
Scale:	1"=750'	Page:	1



## Exhibit C: Compliance Project Proposal

### Introduction

The City of Arcata (City) proposes to fund and implement a Compliance Project (CP) to return to compliance with cyanide effluent limitations in Section IV of Order R1-2019-0006, NDPES Permit CA0022713 (Permit). Initial phases of a study conducted by the City suggest that the source of the elevated cyanide in the City's wastewater treatment facility (WWTF) effluent is a result of chemical interferences occurring during the City's effluent sampling procedures. The CP consists of a technical study to determine the acceptable holding time for unpreserved effluent samples per the procedures detailed in *American Society of Testing and Materials (ASTM) D4841, Standard Practice for Estimation of Holding Time for Water Samples Containing Organic and Inorganic Constituents*. The holding time study is intended to establish an acceptable (or maximum) unpreserved sample holding time for the analysis of Total Cyanide by acid distillation and colorimetric determination (Standard Methods 4500-CN).

### Compliance Project Description

The Compliance Project (CP) consists of a series of investigatory studies designed to understand the source of cyanide in the WWTF effluent and implement a project to bring the facility back into compliance. Information that was learned from each CP phase informed each successive phase, using an "if-then" format. The City believes the completion of CP Phases 1, 2A, 2B and 3A, as described below, will bring the WWTF back into compliance with the cyanide effluent limitations in the Permit. Due to the "if-then" formatting of the proposed CP, it was not necessary to implement all proposed CP phases to achieve compliance.

Prior to the implementation of the CP, the source of elevated cyanide in the WWTF effluent was not completely understood. Facility data showed that the concentration of cyanide in the treatment wetland and enhancement marsh effluent was on average greater than the concentration measured in the treatment facility influent. Chemically disinfected wastewater also showed a higher cyanide concentration than the WWTF influent. These data suggested that cyanide formation was occurring in the wetlands and marshes and/or in the chlorine contact basin, or that the complex matrix of the constructed wetlands/marshes contains interferences that are contributing a false positive test for cyanide.

The scientific community has scrutinized the analysis of cyanide in wastewater for decades. Studies have shown that there are chemical interferences that can occur due to constituents in wastewater. These interferences can cause both positive and negative biases in the analytical result. Interference can occur prior to sample collection (e.g., during the chlorination/dechlorination process), during sample collection and hold time, and during sample preparation and analysis. The U.S. Environmental Protection Agency acknowledges the difficulty in measuring cyanide in drinking water and wastewater. The 2021 Methods Update Rule, Table IIB, Footnote 6 states, "Sampling, preservation and mitigating interferences in water samples for analysis of cyanide are described in ASTM D7365- 09a (15). There may be interferences that are not mitigated by the analytical test methods or D7365-09a (15). Any technique for removal or suppression of interference may be employed, provided the laboratory demonstrates that it more accurately measures cyanide through quality control measures described in the analytical test method. Any removal or suppression technique not

described in D7365-09a (15) or the analytical test method must be documented along with supporting data.” Through incorporation by reference, EPA regulations effectively codify the recommendations of ASTM D7365-09a (15), establishment of matrix specific unpreserved hold time for cyanide is self-implementing, provided the protocols of ASTM D7365-09a (15) are rigorously followed and documented with supporting data.

The first CP milestone was to identify the root cause of elevated cyanide concentration in the WWTF effluent. The City of Arcata initiated Phase 1 of the CP prior to entering into the Settlement Agreement, in response to the on-going elevated cyanide levels in the effluent. The purpose of the first phase was to determine if interference during sample handling/preservation and/or chemical analysis causes positive interference in effluent samples and to establish a technique for removal or suppression of interferences. Phase 1 consisted primarily of laboratory testing and consultation services to produce a study report.

CP Phase 1 study report, titled An Investigation into Cyanide Levels at Arcata Wastewater Treatment Facility (Hurst, 2022<sup>1</sup>) concluded that “positive bias exists in the methodology used to measure cyanide in plant effluent at WWTF. In all sampling events, the unpreserved sample that was analyzed immediately showed no detectable amount of cyanide. Results from the analysis of field spike samples demonstrated that the sample integrity of unpreserved samples was maintained. Furthermore, the results suggest that preserving samples with sodium hydroxide to pH >12 causes the formation of cyanide in samples analyzed three days later.” Based on this conclusion, the City moved forward with CP options 2A and 2B.

CP Phase 2B was implemented to investigate cyanide generation within the treatment system. Paired pre- and post- chlorine disinfected effluent cyanide concentration data collected from May 2020 to October 2023 was statistically analyzed to understand effect of chlorine disinfection on total cyanide determination. The resulting technical memo concluded that there was a statistical difference between pre- and post-chlorination cyanide data, indicating that the chlorination/dechlorination process may have led to positive-bias generated cyanide in the preserved effluent samples analyzed. The proposed CP schedule suggested implementation of CP Phase 3A, elimination of chlorine disinfection at Effluent-002, if Phase 2B showed that cyanide is forming in the treatment process. The WWTF had completed construction and start-up of an ultra-violet (UV) light disinfection system and shut down the chlorine/sulfur dioxide based disinfection system on January 30, 2024, thus fulfilling implementation of CP Phase 3A. Since removing the chlorine-based disinfection system from service, WWTF has reduced cyanide violations by approximately fifty (50) percent.

For CP Phase 2A, the City initiated a pilot study and full-scale study designed to establish a matrix specific acceptable holding time for unpreserved cyanide samples in Arcata’s effluent. The pilot study was initiated in April 2024, and the full-scale hold time study was initiated in May 2024. Pilot study results demonstrated an approximate 48-hour stability of cyanide in unpreserved effluent and results were used to inform the testing interval for the full-scale holding time study. However, the full scale-study, initiated in May 2024, was unsuccessful at establishing an acceptable holding time for unpreserved cyanide in the effluent but suggested

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<sup>1</sup> A copy of this report will be made available upon request.



that a hold time shorter than 24-hours may show stability of cyanide in unpreserved effluent.

A second cyanide holding time study was initiated on July 30, 2025. Effluent sample was spiked at the lab and recovery testing intervals were initiated at 6, 8, 24, 30, 48, and 72 hours, and 14 days post cyanide spiking. The laboratory portion of this study was concluded on August 12, 2025. The study which was implemented to protocol described in ASTM D7365-09a (15), demonstrates cyanide stability in WWTF's effluent without preservation for a maximum 14-day hold time. Upon receipt of the final study report, WWTF will perform its cyanide sampling and analysis accordingly. The City anticipates returning to compliance with the cyanide effluent limitations by or before the CP Phase 2A completion date identified in the table below.

The City will submit a written Certification of CP Completion (CP Phase 6) by December 31, 2025, in accordance with Section III, paragraph 3.d of Stipulated Order R1-2025-0037.

Compliance Project Schedule and Budget

CP Phase	Completion Date	Budget
Phase 1	July 19, 2022	\$10,386.30
Phase 2A	November 14, 2025	\$53,409.99
Phase 2B	July 22, 2024	\$1,393.75
Phase 3A	January 30, 2024	Construction funded through grant and City funds, not applicable for MMP offset due to being required by NPDES permit
Phase 6	December 31, 2025	No associated cost
Total estimated CP Cost		\$65,190