

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

In the matter of:

**CITY OF SALINAS  
VIOLATIONS OF STATEWIDE  
GENERAL WASTE  
DISCHARGE REQUIREMENTS  
FOR SANITARY SEWER  
SYSTEMS, ORDER NO. 2006-  
0003-DWQ**

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

**ORDER NO. R3-2023-0041**

**Section I: INTRODUCTION**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, Central Coast Region (Central Coast Water Board) Prosecution Team (Prosecution Team) and City of Salinas (City or Settling Respondent) (collectively, Parties), and is presented to the Central Coast Water Board, or its delegate, for adoption as an Order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves the violations alleged herein by the imposition of administrative civil liability against the Settling Respondent in the amount of **\$193,879**.

**Section II: RECITALS**

1. The Settling Respondent was enrolled in the State Water Resources Control Board's (State Water Board) [Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ](#) (Statewide General Order) from April 7, 2008 through June 4, 2023. This Stipulated Order is to resolve a violation of the 2006 Statewide General Order. The Settling Respondent is currently enrolled in the [State Water Board's Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, Order WQ 2022-0103-DWQ](#), effective June 5, 2023.
2. The Settling Respondent is required to convey its untreated wastewater, commonly referred to as sewage, to Monterey One Water's Regional Wastewater Treatment Plant (RTP) for treatment before the wastewater is authorized to discharge to surface waters of the United States (Monterey Bay, Pacific Ocean).
3. On April 15, 2022, the Settling Respondent discharged untreated wastewater from two sanitary sewer system manholes to Natividad Creek. The unauthorized discharge occurred from approximately 8:40 AM to 11:30 AM due to a pump station electronic controller failure resulting in the subsequent

Stipulated Administrative Civil Liability Order No. R3-2023-0041  
City of Salinas

failure of lift station sewage pumps and level sensor. The Settling Respondent estimated that the total volume of the overflow was 108,600 gallons, with 55,425 gallons of that total recovered and returned to the sewer system, and the remaining 53,175 gallons discharging to Natividad Creek.

4. Prohibition C.1 of the Statewide General Order provides “[a]ny SSO [sanitary sewer overflow] that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.” In addition, section 301 of the Clean Water Act prohibits waste discharges to waters of the United States unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit.
5. A discharger who violates section 13376 of the Water Code and/or section 301 of the Clean Water Act is subject to administrative civil liability under Water Code section 13385, subdivision (c). Additionally, the unauthorized discharge of untreated wastewater to Natividad Creek in violation of Prohibition C.1 of the Statewide General Order is subject to administrative civil liability under Water Code section 13350. The Prosecution Team has elected to pursue enforcement of the alleged violation pursuant to Water Code section 13385.
6. The Prosecution Team alleges that the Settling Respondent violated Prohibition C.1 of the Statewide General Order, section 13376 of the Water Code, and section 301 of the Clean Water Act by discharging an estimated 53,175 gallons of untreated wastewater to Natividad Creek, a water of the United States, without a NPDES permit on April 15, 2022.
7. To resolve the violation as described in Section II, paragraph 3 by consent and without further administrative proceedings, the Parties agree to the imposition of an administrative civil liability of **\$193,879**.
8. The Prosecution Team calculated the proposed liability using Steps 1 through 10 of the State Water Board’s Water Quality Enforcement Policy (Enforcement Policy) (October 2017) as shown in Attachment A, which is incorporated herein by reference.
9. The Parties have engaged in settlement negotiations and agree to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Central Coast Water Board or its delegate for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
10. The Prosecution Team has determined that the resolution of the alleged violations is fair and reasonable, and fulfills all of its enforcement objectives; that no further action is warranted concerning this violation, except as provided in this Stipulated Order; and that this Stipulated Order is in the public’s best interest.

### Section III: STIPULATIONS

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

1. **Jurisdiction:** The Parties agree the Central Coast Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
2. **Administrative Civil Liability:** The Settling Respondent hereby agrees to the imposition of an administrative civil liability of **\$193,879** to resolve the alleged violation set forth in Section II. The Enforcement Policy authorizes the Water Boards to consider a settlement that includes suspension of a portion of the monetary liability of a discretionary administrative civil liability for completion of two Enhanced Compliance Actions (ECAs). An ECA is a project that enables a discharger to make capital or operational improvements beyond those required by law, and are separate from projects designed to merely bring a discharger into compliance. The ECAs are governed by the [State Water Board's Policy on Supplemental Environmental Projects \(Effective May 3, 2018\) \(SEP Policy\)](#). Pursuant to the SEP Policy, the Central Coast Water Board may allow up to 50 percent of the administrative civil liability penalty assessed to be used for ECAs. As detailed in Attachment A, 50 percent of the administrative civil liability penalty assessed is \$95,715 (50 percent of the total base liability amount of \$191,430). Therefore, the City must pay \$98,164 to the State Water Pollution Cleanup and Abatement Account (\$95,715 + \$2,449 staff costs) and \$95,715 is suspended upon successful completion of the following ECAs, as described in Attachment B: 1) ECA1 – City of Salinas Sanitary Sewer System Flow Monitoring Project and 2) ECA2 – City of Salinas Lift Station Control Upgrade Project.
3. **Payment to State Water Pollution Cleanup and Abatement Account:** No later than 30 days after the Central Coast Water Board or its delegate signs this Stipulated Order<sup>1</sup>, the Settling Respondent must mail a check for **\$98,164**, made payable to "State Water Pollution Cleanup and Abatement Account," referencing Stipulated Order No. R3-2023-0041, and be submitted to:

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

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<sup>1</sup> Upon signature/adoption of the Stipulated Order, Central Coast Water Board staff will convert to calendar dates all due dates stated herein that are relative to the signature/adoption date. Staff may transmit such calendar due dates in the transmittal letter for the Stipulated Order or in subsequent correspondence, and those due dates are hereby incorporated into this Stipulated Order by reference.

The Settling Respondent must email a copy of the check to the State Water Board, Office of Enforcement (to Julie Macedo at [julie.macedo@waterboards.ca.gov](mailto:julie.macedo@waterboards.ca.gov)), and to the Central Coast Water Board (to [tamara.anderson@waterboards.ca.gov](mailto:tamara.anderson@waterboards.ca.gov)).

4. **Enhanced Compliance Actions:** The Parties agree that **\$95,715** (ECA Amount) of the administrative civil liability will be suspended pending successful completion of ECA1 and ECA2, as described in Attachment B, which is incorporated herein by reference. The ECAs described in Attachment B are more than the ECA Amount and the City agrees to pay the additional costs beyond the ECA Amount to ensure successful completion of both ECAs.
5. **ECA Requirements:** The Parties agree that the ECA Amount specified in Section III, paragraph 2 goes toward both of the ECAs identified in Attachment B and that the ECA Amount must be treated as a suspended administrative civil liability until the time of project completion of both ECAs for purposes of this Stipulated Order. The Central Coast Water Board is entitled to recover any ECA funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions, including milestones, budgets, and schedules for ECA implementation are attached hereto as Attachment B.
6. **Nexus to the Violation:** The SEP Policy requires that an ECA have a nexus to the alleged violation (SEP Policy, section VIII.F). The ECAs included in this Stipulated Order have a nexus to the alleged violation because the primary benefits to be attained from the ECAs are greater redundancy in the City's system to properly manage wastewater conveyance to the Monterey One Water treatment plant above and beyond what is required by law.
7. **ECA Categories:** The SEP Policy provides for seven categories of ECAs (SEP Policy, section V). The ECAs described in Attachment B fall under the public health, pollution prevention, and pollution reduction categories.
8. **ECA Completion Deadlines:** The City agrees that it bears ultimate responsibility for completing the ECAs in accordance with the schedule set forth in Attachment B for both ECA1 and ECA2, including expenditure of the full ECA Amount and the completion of 1) ECA1 no later than 165 days after the Central Coast Water Board or its delegate signs this Stipulated Order (ECA1 Completion Deadline) and 2) ECA2 no later than 180 days after the Central Coast Water Board or its delegate signs this Stipulated Order (ECA2 Completion Deadline).
9. **ECA Oversight:** Central Coast Water Board staff will review the Quarterly Reports and Certifications of Completion completed by the City to ensure that implementation of the ECAs complies with this Stipulated Order. The City is responsible for any charged costs for any reasonable and necessary Central Coast Water Board staff oversight, which is not included in the ECA Amount.

10. **Reporting Requirements for the ECAs:** The City is required to submit the following reports on implementation of the ECAs to the Central Coast Water Board:
- a. **Progress Reports:** The City must submit the first progress report by the date 90 days after the Central Coast Water Board or its delegate signs this Stipulated Order. Subsequent progress reports are due every 60 days thereafter until the completion of both ECAs. The Progress Reports must describe the tasks completed during the previous quarter, whether the ECA Implementing Party is in compliance with the milestones and deadlines contained in Attachment B, and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Progress Reports may also include descriptions and photos of activities completed during the represented calendar period, results of any monitoring completed during that period, approved invoices, accounting of expenditures relative to proposed budget and a detailed summary of budget remaining for each milestone identified in Attachment B, and an analysis of each ECA's progress.
  - b. **Certifications of ECA Completion:** The City must submit a final report that documents ECA1 completion and provides a certified statement of ECA1 completion (Certification of ECA1 Completion) no later than 180 days after the Central Coast Water Board or its delegate signs this Stipulated Order. The City must submit a final report that documents ECA2 completion and provides a certified statement of ECA2 completion (Certification of ECA2 Completion) no later than 195 days after the Central Coast Water Board or its delegate signs this Stipulated Order. The City must sign each report under penalty of perjury, and each report must document the following:
    - i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
    - ii. Certification documenting the expenditures by the City during the completion period for the ECAs,
    - iii. Certification that the ECAs Implementing Party followed all applicable environmental laws and regulations in implementing the ECAs, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act, and
    - iv. Documentation of ECA completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Coast Water Board to evaluate ECA completion and the costs incurred.

11. **Publicity Associated with the ECAs:** Whenever the City, or its agents, publicizes one or more ECA elements, it must state in a prominent manner that the project is undertaken as part of a settlement of a Central Coast Water Board enforcement action against the City.
12. **ECAs Are Above and Beyond the City's Obligations:** The ECAs included in this Stipulated Order contain only measures that go above and beyond the City's obligations. The Statewide General Permit requires each enrollee to develop and implement a system-specific Sewer System Management Plan (SSMP) that addresses proper and efficient management, operation, and maintenance of sanitary sewer systems. Both ECA projects include activities that are above and beyond the mandatory elements of the City's SSMP.
  - a. ECA1 involves the purchase and installation of 11 SmartFLOW and level system manhole lids at each of the City-owned lift stations. The existing SSMP includes routine maintenance and inspections for manholes and lift stations; this project will create additional redundancy and improved alarm capacity within the collection system.
  - b. ECA2 involves the integration of new controls, expanded SCADA and improved alarming capabilities for the Lake Street Lift Station. The existing SSMP stipulates use of alarm systems at each lift station and integration of these alarms with emergency services and City staff; this project will create a more reliable and redundant alarm notification system.
13. **No Benefit to Central Coast Water Board Functions, Members, or Staff:** The ECAs provide no direct fiscal benefit to the Central Coast Water Board's functions, its members, its staff, or any family member of staff.
14. **Central Coast Water Board Not Liable:** Neither the Central Coast Water Board members, nor the Central Coast Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the City or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Coast Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any contract entered into by the City, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.
15. **Third Party Audit:** If the Central Coast Water Board obtains information reasonably indicating that the City has not expended money in the amounts claimed, or the ECA Implementing Party has not adequately completed the work in the ECA, the Central Coast Water Board or its delegee may require, and the City must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Central Coast Water Board or its delegee, stating that in its professional opinion, the City has or has not

expended money in the amounts claimed. In the event of such an audit, the City agrees that the third-party auditor will be provided with access to all documents that the auditor requests. Such information must be provided to the Central Coast Water Board within three months of the date on which the Central Coast Water Board or its delegee requires the audit.

16. **Failure to Expend the ECA Amount on the Approved ECAs:** If the City is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire ECA Amount was spent on the completed ECA(s), the City must pay the difference between the ECA Amount and the amount the City can demonstrate was actually spent on the ECA(s) (the Difference). The Executive Officer must issue a "Notice of Violation" that will require the City 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 City must submit payment consistent with the payment method described in Section III, paragraph 3. Payment of the Difference must satisfy the City's obligations to implement the ECA.
17. **Failure to Complete the ECAs:** If the ECA is not fully implemented by the ECA Completion Date listed in Attachment B, or if there has been a material failure to satisfy a project milestone, the Executive Officer must issue a "Notice of Failure to Complete ECA." The amount of suspended liability owed must be determined via a Motion for Payment of Suspended Liability before the Central Coast Water Board or its delegee. The City must be liable to pay the entire ECA Amount, or, if shown by the City, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Central Coast Water Board or its delegee determines otherwise, the City shall not be entitled to any credit, offset, or reimbursement from the Central Coast Water Board for expenditures made on the ECA prior to the issuance date of the Notice of Failure. Within 30 days of the Central Coast Water Board's or its delegee's determination of the suspended liability amount assessed for the City to pay, the City must submit payment consistent with the payment method described in Section III, paragraph 3. Payment of the assessed amount must satisfy the City's obligations to implement the ECAs.
18. **Central Coast Water Board Acceptance of Completed ECAs:** Upon the City's satisfaction of its obligations under this Stipulated Order, the completion of the ECAs, and any audits, the designated Central Coast Water Board or its delegee must issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the City under this Stipulated Order and permanently suspend the ECA Amount.
19. **Compliance with Applicable Laws:** The Settling Respondent understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that

continuing violations of the type alleged herein may be subject to further enforcement, including additional administrative civil liability.

**20. Party Contacts for Communications related to this Stipulated Order:**

For the Central Coast Water Board:

Tamara Anderson  
Central Coast Water Board  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401  
[tamara.anderson@waterboards.ca.gov](mailto:tamara.anderson@waterboards.ca.gov)  
(805) 549-3334

Counsel:  
Julie Macedo  
State Water Board  
801 K Street, Suite 2300  
Sacramento, CA 95814  
[julie.macedo@waterboards.ca.gov](mailto:julie.macedo@waterboards.ca.gov)  
(916) 323-6847

For the City:

City Manager Steve Carrigan  
City of Salinas  
200 Lincoln Avenue  
Salinas, CA 93901-2639  
[steveca@ci.salinas.ca.us](mailto:steveca@ci.salinas.ca.us)  
(831) 758-7201

Counsel:  
City Attorney Christopher Callihan  
City of Salinas  
200 Lincoln Avenue  
Salinas, CA 93901-2639  
[chrisc@ci.salinas.ca.us](mailto:chrisc@ci.salinas.ca.us)  
(831) 758-7418

**21. Attorney Fees and Costs:** Except as otherwise provided herein, each Party must bear all attorney fees and costs incurred pursuant to this Stipulated Order.

**22. Matters Addressed by this Stipulated Order:** Upon the Central Coast Water Board's or its delegate's signature, this Stipulated Order represents a final and binding resolution and settlement of the discharge violation described in Section II, as of the effective date of this Stipulated Order. The



provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 3 and completion of the ECAs.

23. **Public Notice:** The Settling Respondent understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Central Coast Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Coast 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 Central Coast Water Board or its delegate. The Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
24. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Central Coast Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Central Coast Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised and the Central Coast Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust this Stipulated Order as necessary or advisable under the circumstances.
25. **Interpretation:** This Stipulated Order must be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity must not be interpreted against any one Party. The Parties are represented by counsel in this matter.
26. **Modification:** The Parties must 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 Central Coast Water Board or its delegate.
27. **If the Stipulated Order Does Not Take Effect:** If the Stipulated Order does not take effect because the Central Coast Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Central Coast Water Board to determine whether to assess administrative civil liability 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, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including but not limited to objections related to prejudice or bias of any of the

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Central Coast Water Board members or their advisors, or any other objections that are premised in whole or in part on the fact that the Central Coast 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 herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent such period has been extended by these settlement proceedings.

28. **Waiver of Hearing:** The Settling Respondent has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Central Coast Water Board or its delegate, hereby waives its right to a hearing before the Central Coast Water Board prior to the Stipulated Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Central Coast Water Board or State Water Board for a hearing, the Settling Respondent does not waive its right to an adjudicatory hearing before an order other than this Stipulated Order is imposed.
29. **Waiver of Right to Petition or Appeal:** Except in the instance where the Stipulated Order is not adopted by the Central Coast Water Board or its delegate, the Settling Respondent hereby waives its right to petition the Central Coast Water Board's or its delegate's adoption of the Stipulated 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 court.
30. **Covenant Not to Sue:** The Settling Respondent covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order.
31. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Settling Respondent does not admit to any of the allegations stated herein or admit to any violations of the Water Code, or any other federal, State, or local law or ordinance, but recognizes that this Stipulated Order may be used as evidence of a prior "history of violations" consistent with Water Code sections 13327 and 13385, subdivision (e).
32. **Necessity for Written Approvals:** All approvals and decisions of the Central Coast Water Board or its delegate under the terms of this Stipulated Order must be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions, or comments from Central Coast Water Board employees or officials regarding submissions or notices must be construed to

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relieve the Settling Respondent of its obligation to obtain any final written approval this Stipulated Order requires.

33. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
34. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any right or obligation on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
35. **Severability:** This Stipulated Order is severable; if any provision is be found to be invalid, the remainder shall remain in full force and effect.
36. **Counterpart Signatures; Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered must be deemed to be an original, but such counterparts must together constitute one document. Further, this Stipulated Order may be executed by electronic signature, and any such electronic signature by any Party hereto must be deemed to be an original signature and must be binding on such Party to the same extent as if such electronic signature were an original signature.
37. **Effective Date:** This Stipulated Order becomes effective and binding on the Parties upon the date the Central Coast Water Board or its delegate signs and therefore enters the Order incorporating the terms of this Stipulated Order.

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**IT IS SO STIPULATED.**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL COAST REGION, PROSECUTION TEAM**

*Original Signed by Thea S. Tryon  
On August 4, 2023*

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

Thea S. Tryon  
Assistant Executive Officer  
Central Coast Water Board

Stipulated Administrative Civil Liability Order No. R3-2023-0041  
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**IT IS SO STIPULATED.**

**CITY OF SALINAS**

*Original Signed by Steve Carrigan  
On July 26, 2023*

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

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

Steve Carrigan  
Salinas City Manager  
City of Salinas

**ORDER OF THE CENTRAL COAST WATER BOARD:**

1. This Stipulated Order is issued pursuant to Water Code section 13323 and Government Code section 11415.60 and incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. The timeline for completion of the terms of this Stipulated Order:
  - a. Pay \$98,164 to the State Water Pollution Cleanup and Abatement Account no later than 30 days after the Central Coast Water Board or its delegate signs this Stipulated Order.
  - b. Submit Progress Reports summarizing details on ECA1 and ECA2 implementation pursuant to Section III, Stipulation 10.a, until the ECA Completion Deadlines. A Progress Report can be one report summarizing the details for both ECAs.
  - c. ECA1 Completion Deadline is 165 days after the Central Coast Water Board or its delegate signs this Stipulated Order. ECA2 Completion Deadline is 180 days after the Central Coast Water Board or its delegate signs this Stipulated Order.
  - d. Submit Certification of Completion for ECA1 180 days and ECA2 195 days after the Central Coast Water Board or its delegate signs this Stipulated Order.
3. In accepting this Stipulated Order, the Central Coast Water Board or its delegate has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e), and has applied the State Water Board's Enforcement Policy, which is incorporated herein by reference. The consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Central Coast Water Board.
4. This is an action to enforce the laws and regulations administered by the Central Coast Water Board. The Central Coast Water Board or its delegate finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, section 21000 et seq.) in accordance with section 15321, subdivision (a)(2), title 14, of the California Code of Regulations.
5. The Executive Officer of the Central Coast Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under this Stipulated Order.

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**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, Central Coast Region.

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Matthew T. Keeling  
Executive Officer  
Central Coast Water Board

**Attachment A:**

Factor Consideration and Penalty Calculation Methodology

**Attachment B:**

ECA1 – City of Salinas Sanitary Sewer System Flow Monitoring Project Description

ECA2 – City of Salinas Lift Station Control Upgrade Project Description

## ATTACHMENT A

### FACTOR CONSIDERATION AND PENALTY CALCULATION METHODOLOGY FOR SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER NO. R3-2023-0041

#### CITY OF SALINAS SANITARY SEWER SYSTEM MONTEREY COUNTY

This document provides details on the proposed administrative civil liability penalty methodology related to the City of Salinas (City) sanitary sewer overflow (SSO) that resulted in an unauthorized discharge of untreated domestic/municipal wastewater (untreated wastewater) to waters of the United States on April 15, 2022. The California Regional Water Quality Control Board, Central Coast Region (Central Coast Water Board) Prosecution Team (Prosecution Team) derived the proposed administrative civil liability following the State Water Resources Control Board's (State Water Board) Water Quality Enforcement Policy (the Enforcement Policy).<sup>1</sup> The proposed administrative civil liability takes into account such factors as the City's culpability, cooperation in returning to compliance, ability to pay the proposed liability, and other factors as justice may require.

#### **Application of the Water Board's Enforcement Policy**

On April 4, 2017, the State Water Board adopted Resolution No. 2017-0020 amending the Enforcement Policy. The Office of Administrative Law approved the 2017 Enforcement Policy, which became effective October 5, 2017. The Enforcement Policy establishes a methodology for assessing administrative civil liability for violations of the California Water Code (Water Code) and Federal Water Pollution Control Act (Clean Water Act). Use of the methodology incorporates Water Code sections 13327 and 13385 that require the Central Coast Water Board to consider specific factors when determining the amount of civil liability to impose, including "...the nature, circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on ability to continue its business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters that justice may require."

The penalty methodology calculation procedural steps are discussed and shown in detail below.

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<sup>1</sup> See the [State Water Board's 2017 Enforcement Policy and Penalty Calculation Methodology Worksheet](#).



## **Regulatory Basis for Alleged Violation and Proposed Liability**

The City has been enrolled in the State Water Board's *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Order No. 2006-0003-DWQ* (Statewide General Order) since 2008. Prohibition C.1 of the Statewide General Order provides "[a]ny SSO [sanitary sewer overflow] that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited." In addition, section 301 of the Clean Water Act prohibits waste discharges to waters of the United States unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit. The Statewide General Order is not an NPDES permit.

The City is required to convey its untreated wastewater, commonly referred to as sewage, to Monterey One Water's Regional Wastewater Treatment Plant and Advanced Water Purification Facility for treatment before authorized discharge to surface waters of the United States (Pacific Ocean, Monterey Bay National Marine Sanctuary) and for water recycling.

On April 15, 2022, the City discharged untreated wastewater from two sanitary sewer system manholes to Natividad Creek. The unauthorized discharge occurred from approximately 8:40 AM to 11:30 AM due to a pump station electronic controller failure resulting in the subsequent failure of the lift station sewage pumps and level sensor. The City estimated that the total volume of the overflow was 108,600 gallons, with 55,425 gallons of that total recovered and returned to the sewer system, and the remaining 53,175 gallons discharging to Natividad Creek.

The Prosecution Team alleges that the City violated Prohibition C.1 of the Statewide General Order, section 13376 of the Water Code, and section 301 of the Clean Water Act by discharging an estimated 53,175 gallons of untreated wastewater to Natividad Creek, a water of the United States, without an NPDES permit on April 15, 2022.

A discharger who violates section 13376 of the Water Code and/or section 301 of the Clean Water Act is subject to administrative civil liability under Water Code section 13385, subdivision (a). Additionally, the unauthorized discharge of untreated wastewater to Natividad Creek in violation of Prohibition C.1 of the Statewide General Order is subject to administrative civil liability under Water Code section 13350. The Prosecution Team has elected to pursue enforcement of the alleged violation pursuant to Water Code section 13385, subdivision (c).

## **Penalty Calculation Methodology Procedural Steps**

### **Step 1. Actual or Potential for Harm for Discharge Violations**

This initial step for discharge violations is used to determine the actual harm or potential harm to the waterbody's beneficial uses caused by the violation using a three-factor scoring system to quantify: (1) the degree of toxicity of the discharge (i.e., the physical,

chemical, biological, or thermal characteristics of the discharge); (2) the actual harm or potential harm to beneficial uses; and (3) the discharge's susceptibility to cleanup or abatement.

### **Factor 1: The Degree of Toxicity of the Discharge**

**Factor 1 Background:** The evaluation of the degree of toxicity considers the physical, chemical, biological, and/or thermal characteristics of the discharge, waste, fill, or material involved in the violation or violations, and the risk of damage the discharge could cause to the receptors or beneficial uses. Evaluation of the discharged material's toxicity should account for all the characteristics of the material prior to discharge, including, but not limited to, whether it is partially treated, diluted, concentrated, and/or a mixture of different constituents. Toxicity analysis should include assessment of both lethal and sublethal effects such as effects on growth and reproduction.

The Enforcement Policy specifies assigning a factor score ranging from 0 to 4 based on whether the risk or threat of the discharged material to potential receptors (i.e., human, environmental, ecosystem health exposure pathways) is negligible (0) to significant (4).

**Factor 1 Consideration:** Based on the physical, chemical, biological, or thermal characteristics of untreated wastewater before discharge, the risk or threat the discharged material poses to potential receptors and beneficial uses is **above moderate (3)**. "Above Moderate" is assigned when the physical, biological, and/or chemical characteristics of the discharged material exceed known risk factors and/or there is substantial concern regarding receptor protection.

The physical characteristics of untreated municipal wastewater include solids that may settle or stay in suspension causing deposition in the creek affecting aquatic habitats or aesthetic uses throughout the water column. Oil or grease may also be present and float at the receiving water surface causing aesthetic impacts. Biologically, this wastewater also contains high levels of pathogenic organisms, including highly infectious and therefore toxic bacteria and viruses that cause disease and are harmful to human health through direct contact or ingestion, or via foodborne pathways such as fish consumption. Organic material and ammonia can also deplete dissolved oxygen in receiving waters adversely affecting aquatic organisms and wildlife. Excess nutrients in the forms of nitrogen or phosphorus can cause nutrient over-enrichment affecting plant life. Chemically, ammonia can cause toxicity in aquatic life, as can toxic pollutants from industrial, commercial, or business/household wastewater sources commonly present in municipal wastewater. While many such toxic pollutants are not directly removed by treatment methods commonly employed at wastewater treatment plants, overflows such as the one considered here eliminate the possibility of any indirect or coincidental removal during treatment (e.g., removal with solids/organic materials, volatilization during agitation).

The characteristics of untreated wastewater discussed above represent a substantial concern regarding aquatic and human receptor protection. The levels of pathogenic organisms in untreated wastewater also exceed known risk factors for harm to human health. These considerations therefore warrant a factor score of **(3) Above Moderate**.

## **Factor 2: Actual Harm or Potential Harm to Beneficial Uses**

**Factor 2 Background:** The evaluation of the actual harm or the potential harm to beneficial uses factor considers the harm to beneficial uses in the affected receiving waterbody that may result from exposure to the pollutants or contaminants in the discharge, consistent with the statutory factors of the nature, circumstances, extent, and gravity of the violation. The Central Coast Water Board may consider actual harm or potential harm to human health, in addition to harm to beneficial uses. Because actual harm is not always quantifiable due to untimely reporting, inadequate monitoring, and/or other practical limitations, potential harm can be used under this factor. Actual harm as used in this section means harm that is documented and/or observed. Potential harm should be evaluated in the context of the specific characteristics of the waste discharged and the specific beneficial uses of the impacted waters.

The Enforcement Policy specifies a score ranging from 0 to 5 based on a determination of whether direct or indirect harm, or potential for harm, from a violation is negligible (0) to major (5).

**Factor 2 Consideration:** The harm or potential harm to beneficial uses from the discharge is **major (5)**. "Major" is assigned when potential significant impacts are observed or reasonably expected, and there is actual acute impairment of beneficial uses (e.g., five days or less), aquatic life, and/or human health.

The Water Quality Control Plan for the Central Coast Basin, 2019 Edition (2019 Basin Plan)<sup>2</sup>, Chapter 2, *Present and Potential Beneficial Uses*, designates the beneficial uses of Natividad Creek as municipal and domestic water supply (MUN) and the protection of both recreation and aquatic life - water contact recreation (REC-1), non-contact water recreation (REC-2), warm fresh water habitat (WARM), and cold fresh water habitat (COLD).

The City of Salinas April 15, 2022 Sanitary Sewer Overflow Technical Report, dated May 27, 2022, indicated that the City observed and collected approximately 35-40 dead fish from the creek near the discharge point. A fish kill due to the discharge represents an observed, significant impact to fresh water habitat beneficial uses and an actual acute impairment of aquatic life that warrants a factor score of **(5) major**.

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<sup>2</sup> The 2019 Basin Plan was in effect at the time of the violation and is viewable at the [Central Coast Water Board's Basin Plan website](#).

### **Factor 3: Susceptibility to Cleanup or Abatement**

**Factor 3 Background:** The Enforcement Policy specifies assigning a factor score of (0) if the discharger cleans up 50 percent or more of the discharge within a reasonable amount of time. A score of 1 is assigned for this factor if less than 50 percent of the discharge is susceptible to cleanup or abatement, or if 50 percent or more of the discharge is susceptible to cleanup or abatement, but the discharger failed to clean up 50 percent or more of the discharge within a reasonable time. Natural attenuation of discharged pollutants in the environment is not considered cleanup or abatement for purposes of evaluating this factor.

**Factor 3 Consideration:** The City reported recovery of approximately 55,425 gallons of untreated wastewater from a temporarily dammed section of Natividad Creek. The volume recovered represents approximately 51 percent of the estimated spill volume and warrants a factor of **(0)**.

#### Step 1 Final Score – Harm or Potential Harm to Beneficial Uses

The sum of the above factor scores is **(8)**. This value is used in Step 2 as the “Potential for Harm” score.

#### Step 2. Assessments for Discharge Violations

Step 2 Background:

#### **Per Gallon Assessments for Discharge Violations**

The Enforcement Policy specifies that where there is a discharge, the Water Boards shall determine an initial liability amount on a per gallon basis using the Potential for Harm score from Step 1 and determining the extent of Deviation from Requirement as either minor, moderate, or major. The Deviation from Requirement reflects the extent the alleged violation deviated from the specific requirement at issue. The Potential for Harm score in Step 1 and the Deviation from Requirement determination in Step 2 are used to determine a Per Gallon Factor from Table 1 of the Enforcement Policy. The per gallon assessment is then determined by multiplying the Per Gallon Factor by the number of gallons subject to penalty and the maximum per gallon penalty amount allowed under the Water Code.

#### **Per Day Assessments for Discharge Violations**

The Enforcement Policy also specifies that where there is a discharge, the Water Boards shall determine an initial liability factor per day based on the same parameters discussed above. Table 2 of the Enforcement Policy is used to determine a Per Day Factor for the alleged violation. The per day assessment is then determined by multiplying the Per Day Factor by the maximum per day amount allowed under the Water Code and number of days the violation occurred.

**Step 2 Consideration:**

Both per gallon and per day amounts may be assessed under Water Code section 13385. As determined in Step 1, the Potential for Harm factor for this violation is **(8)**. The Prosecution Team determined that the Deviation from Requirement is **major**. “Major” is assigned when the requirement has been rendered ineffective (e.g., discharger disregards the requirement, and/or the requirement is rendered ineffective in its essential functions).

Prohibition C.1 of the Statewide General Order prohibits any sanitary sewer system spill that results in a discharge of untreated or partially treated wastewater to waters of the United States. Similarly, Water Code section 13376 and Clean Water Act section 301 prohibit the unauthorized discharge of waste to waters of the United States. The City’s unauthorized discharge of untreated wastewater to a water of the United States renders each requirement ineffective in its essential function of protecting water quality and thus represents a major Deviation from Requirement.

Therefore, the Prosecution Team determined that the Per Gallon Factor from Table 1 and the Per Day Factor from Table 2 of the Enforcement Policy are **0.6**.

Water Code section 13385, subdivision (c)(2) provides that liability of up to \$10 per gallon shall apply to volumes of waste discharged but not cleaned up in excess of 1,000 gallons. The volume subject to per gallon liability is 52,175 gallons (53,175 minus 1,000 gallons).

Water Code section 13385, subdivision (c)(1) provides that liability of up to \$10,000 per day shall apply for each day of violation. One day of violation is subject to the per day liability.

Therefore, the per gallon and per day initial liability amounts, and the combined initial liability amount for the violation are as follows:

Per Gallon Liability:

$$\text{\$10/gallon} \times 52,175 \text{ gallons} \times 0.60 \text{ per gallon factor} = \text{\$313,050}$$

Per Day Liability:

$$\text{\$10,000/day} \times 1 \text{ day} \times 0.60 \text{ per day factor} = \text{\$6,000}$$

Initial Liability Amount:

$$\text{Per Gallon Liability} + \text{Per Day Liability} = \text{\$313,050} + \text{\$6,000} = \text{\$319,050}$$

**Step 3. Per Day Assessment for Non-Discharge Violations**

This step does not apply to the violation because it is a discharge violation.

#### **Step 4. Adjustment Factors**

The Enforcement Policy specifies the consideration of violator conduct using three additional factors for modification of the amount of the initial liability determined in Steps 1 through 3: the violator's culpability, the extent to which the violator voluntarily cooperated in returning to compliance including voluntary cleanup efforts, and the violator's history of violations.

**Culpability Factor Background:** The **culpability** factor addresses the discharger's degree of culpability regarding the violation. Adjustment may be made to a multiplier from 0.75 to 1.5, with a lower multiplier for accidental, non-negligent violations and a higher multiplier for intentional or negligent behavior. A first step to analyzing the culpability factor is to identify any performance standards related to the violation (or, in their absence, prevailing industry practices). The culpability factor then looks to what a reasonable and prudent person would have done or not done under similar circumstances.

**Culpability Factor Consideration:** The culpability factor for the violation is **0.75**. The City's Lake Street Pump Station maintenance and inspection records indicate that City staff performed all station checks every weekday prior to the overflow. Furthermore, the City's Sanitary Sewer Master Plan indicates that the City did not have plans to repair or replace the pump station or components related to the cause of the overflow. The Prosecution Team determined that the violation was an accidental, non-negligent incident warranting the lowest available multiplier.

**Cleanup and Cooperation Factor Background:** The **cleanup and cooperation** factor addresses the extent to which the discharger voluntarily cooperated in returning to compliance and correcting environmental damage, including any voluntary cleanup efforts undertaken after a violation. Adjustment of this factor should result in a multiplier between 0.75 to 1.5, using the lower multiplier where there is exceptional cleanup and cooperation compared to what can reasonably be expected, and a higher multiplier where the response falls below what would be considered a reasonably expected response. A reasonable and prudent response to a discharge violation or timely response to a Water Board order should receive a neutral factor of 1.0 as it is assumed a reasonable amount of cooperation is the warranted baseline.

**Cleanup and Cooperation Factor Consideration:** The City conducted substantial spill recovery and cleanup. Among the City's response actions, the City, in cooperation with the Monterey County Water Resources Agency, installed a temporary dam to isolate wastewater discharged to the creek. The City then pumped approximately 3,631,500 gallons of mixed creek water and overflow wastewater from the creek over the next 22 hours, and in the process recovered an estimated 55,425 gallons of the overflow. The City also recovered and documented the removal of approximately 35-40 dead fish. Given the City's level of cooperation above and beyond what was required, the City

voluntarily cooperated to a greater than typical extent. The violation is therefore assessed a factor of **0.8**.

**History of Violations Factor Background:** Where there is a history of repeat violations by a discharger, a minimum multiplier factor of 1.1 should be used. Where a discharger has no prior history of violations, this factor should be neutral, or 1.0.

**History of Violations Factor Consideration:** The City has no history of violations related to sanitary sewer overflows for which the Central Coast Water Board has taken formal enforcement action. Therefore, a factor of **1.0** is appropriate.

### **Step 5. Determination of Total Base Liability Amount**

The Total Base Liability amount for the violation is calculated by multiplying the Initial Liability Amount by the adjustment factors for the alleged violation (Initial Liability Amount) x (Culpability) x (Cleanup/Cooperation) x (History of Violations). The applicable Total Base Liability amount for the violation is \$191,430 as summarized below.

Total Base Liability Amount:

$$\$319,050 \times 0.75 \times 0.8 \times 1.0 = \$191,430$$

### **Step 6. Ability to Pay and Continue in Business**

The ability of the City to pay an administrative civil liability is generally determined by its income (revenues minus expenses) and net worth (assets minus liabilities). Under the Enforcement Policy, the Combined Total Base Liability amount may be adjusted to address a discharger's ability to pay or to continue in business if the Central Coast Water Board has sufficient financial information necessary to assess the discharger's ability to pay the Combined Total Base Liability amount or to assess the effect of the Combined Total Base Liability Amount on the discharger's ability to continue in business.

To assess the City's ability to pay, the Prosecution Team reviewed the City of Salinas Basic Financial Statements Report for the Year Ended June 30, 2021 (2021 BFSR), as publicly available from the Discharger's website. Prosecution Team evaluation of this factor based on the Discharger's 2021 BFSR (page F-129) indicated the City was projected to have \$29,132,173 in unassigned assets available to meet ongoing obligations. This figure appears to indicate the City's ability to pay the proposed penalty. Therefore, no adjustment is proposed on the basis of an inability to pay.

### **Step 7. Economic Benefit**

The Prosecution Team determined that the economic benefit of noncompliance was negligible. The City did not realize measurable financial benefits associated with the cause of the violation. As documented above, the overflow was caused by an

accidental, non-negligent pump station controller unit failure and therefore does not represent a substantially quantifiable economic benefit to the City. Examples of a cost benefit in other circumstances may include appropriate personnel needs and routine lift station inspections, which were confirmed to occur prior to this discharge.

### **Step 8. Other Factors as Justice May Require**

The Central Coast Water Board may exercise its discretion to include some of the costs of investigation and enforcement in a total administrative civil liability. Including some staff investigation and enforcement costs is valid from an economic standpoint as it requires those who commit water quality violations to pay a greater percentage of the full costs of their violations. However, this important consideration must be balanced against the potential of discouraging a discharge from exercising its right to be heard and other important due process considerations.

The Prosecution Team spent 16 hours of staff time at \$153 per hour to investigate this case and prepare this analysis and supporting information. The Prosecution Team finds that it is appropriate to increase the Total Base Liability amount by \$2,449 to recover staff costs spent addressing this violation.

### **Step 9. Maximum and Minimum Liability Amounts**

Maximum Liability:

The maximum administrative liability amount pursuant to Water Code sections 13385 is \$10 per gallon discharged for every gallon over 1,000 that is not cleaned up, plus a maximum of \$10,000 for each day in which each violation occurs.

The maximum liability amount is **\$531,750** as calculated below.

Estimated Volume Discharged to creek: 53,175 gallons

Volume subject to liability:  $53,175 - 1,000 = 52,175$  gallons

Maximum Per Gallon Liability Amount:

$52,175 \text{ gallons} \times \$10/\text{gallon} = \$521,750$

Maximum Per Day Liability Amount:

$1 \text{ day} \times \$10,000/\text{day} = \$10,000$

Maximum Liability Amount:

$\$521,750 + \$10,000 = \$531,750$



Settlement Agreement and Stipulated Administrative Civil Liability  
Stipulated Order No. R3-2023-0041  
City of Salinas  
Attachment A

Minimum Liability:

The Enforcement Policy (page 21) states that the Total Base Liability Amount should be at least 10 percent higher than the economic benefit amount, “so that liabilities are not construed as the cost of doing business and that the assessed liability provides a meaningful deterrent to future violations.”

The minimum liability associated with economic benefit is \$0 since the economic benefit is negligible.

The Final Combined Liability Amount is within the maximum and minimum liability amounts for the violation.

**Step 10. Final Liability Amount**

Based on the foregoing analysis, and consistent with the Enforcement Policy, the Final Liability Amount is the sum of the Total Base Liability Amount and other factors as justice may require totaling **\$193,879**.

## **Attachment B**

### **ECA 1 - City of Salinas Sanitary Sewer System Flow Monitoring Project Description**

#### **ECA 1 - Project Scope of Work**

The City of Salinas will purchase and install at 11 locations in the sewer collection system. The goal of project is to obtain redundant alarm capability and real time flow and level information, such that maintenance staff can be better informed and respond before SSOs occur. The City will purchase and install 11 SmartFLOE flow and level system manhole lids at each of the City-owned lift stations at the following locations:

1. Airport (Moffett)
2. Carpenter Hall
3. De La Torre
4. Harkins Road
5. Lake Street
6. Las Casitas
7. Mill Lake
8. Santa Rita
9. Spicer
10. TP2
11. Vista Nueva

The lift stations locations were chosen because any failure at these location could be consequential to the system. Hence the addition data could provide redundancy in alarm capability and add flow and level information and alert maintenance staff. The City will revise its SSMP to include a section for Smart Cover operation, maintenance, and replacement schedule.

The work includes the following:

- Installation of the Smart Covers
- Configuration of the sensors to the depth at each site
- Programming alarm and notifications to maintenance staff, and
- Testing the system

#### **Table1 ECA 1 - Schedule**

Task	Calendar Days after RWQCB approval
Order Smart Covers	45
Delivery of Smart Covers	90
Installation of Smart Covers	140
Testing and Confirm Alarms	150
System Operation	165

#### **ECA 1 - Project Budget**

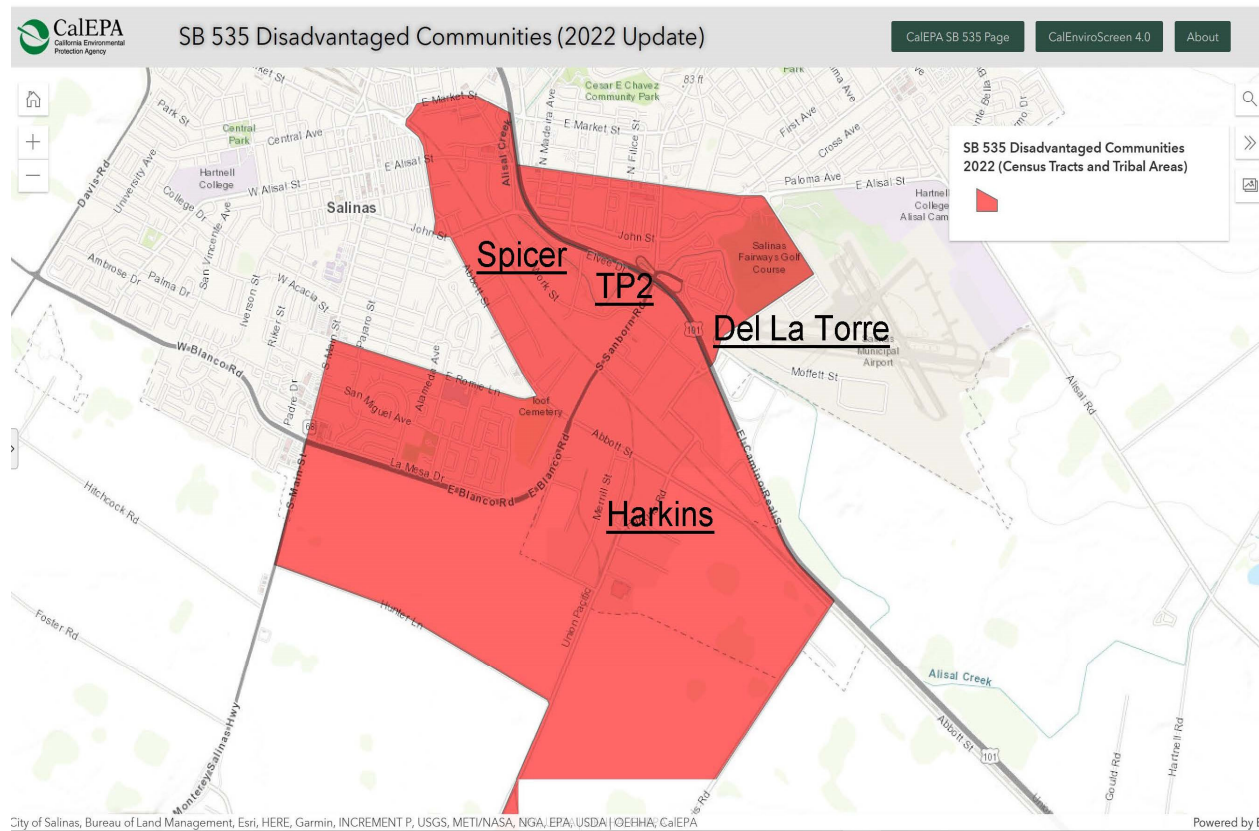
The City will purchase 11 Smart Covers at \$5,500 each or \$6,008.75 with tax, for a total of \$66,096.25. City staff will install the units at the various locations.

## ECA 1 - Project Relationship to Disadvantaged Communities

Of the 11 lift station locations proposed for the installation of the Smart Covers, four fall within disadvantaged communities (DACs) as defined by CalEPA SB535. The lift stations include:

- Spicer
- TP2
- Harkins
- Del La Torre

Please see the locations relative to the identified DAC census tracts shown in the figure below.



## **Attachment B**

### **ECA 2 - City of Salinas Lift Station Control Upgrade Project Description**

#### **ECA 2 - Project Scope of Work**

The City of Salinas will upgrade the controls for the Lake Street Lift Station. A custom retrofit and integration of new controls will be performed along with expanding the existing SCADA system, installing new variable frequency drive contactors and ensuring all new systems interface with the alarm notification circuit such that it is more reliable and redundant.

The Lake Street location was chosen as it is the largest lift station and any failure would be very consequential. Hence the upgrade to the controls will also allow maintenance staff to better operate and maintain the facility and focus on proactive management. The City will revise its SSMP to include the new control devices. The work includes the following:

- Provide a custom retrofit control to integrate the existing controllers including new panel board
  - Integrate the new controls to expand the existing SCADA system to monitor:
    - Lift station level
    - Redundant high-level alarm
    - Individual pump on/off status, failure, and current draw
    - Flow meter production from the individual force mains
  - Install 3 new variable frequency drive (VFD) bypass contactor setups including adjustable overload mechanical and electrical interlock auxiliary contacts
  - Perform a confined space entry to install a stilling well, new transducer and floats
  - Install new conduit from existing motor control center (MCC) to the station wet well
  - Integrate new controls into the individual pump VFD 's and bypass contactors
  - Provide new electrical schematics for the retrofitted system

**Table1 ECA 2 – Schedule**

Task	Calendar Days after RWQCB approval
Order new panel board and controllers	90
Delivery of all material	105
Installation of controllers, stilling well and panel board	150
Testing and Confirm Alarms	165
System Operation	180

#### **ECA 2 - Project Budget**

The all-in cost to provide all materials and installation is \$66,299 which will be handled by an outside contractor specializing in control technology.