

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

In the Matter of:

**CITY OF CLOVIS
WASTEWATER TREATMENT
FACILITY
FRESNO COUNTY**

ORDER R5-2022-0501 (Proposed)

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

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board or Water Board), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and City of Clovis (City or Discharger)(collectively known as the Parties) and is presented to the Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code section 13323 and Government Code section 11415.60.

II. Recitals

2. The Discharger owns and operates the City of Clovis Sewage Treatment and Water Reuse Facility (Facility), which provides sewerage service to the City. The Facility is located at 9700 East Ashlan Avenue in Clovis, Fresno County. The Facility discharges to Fancher Creek, Little Dry Creek, and groundwater.
3. On 4 April 2019, the Central Valley Water Board issued Waste Discharge Requirements (WDRs) Order R5-2019-0021 and Time Schedule Order R5-2019-0022 (TSO) to regulate the Facility, effective 1 June 2019. The TSO was adopted to provide interim effluent limits for copper, cyanide, and zinc until the Discharger could comply with the final effluent limits by 31 May 2024. The Facility was also regulated by WDRs R5-2014-0005 and R5-2008-0036 prior to adoption of the current WDRs and the TSO. All of these WDRs and the TSO contain effluent limitations or interim effluent limitations which may subject the Discharger to mandatory minimum penalties.
4. On 2 November 2020, the Central Valley Water Board staff issued the Discharger a Notice of Violation letter (NOV Letter) which included a draft record of violations (ROV) for the period 1 January 2010 through 31 July 2020. This NOV Letter cited 44 violations for the proposed mandatory minimum penalty of one hundred and thirty-two thousand dollars (\$132,000).

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5. On 4 December 2020, the Discharger submitted a response letter addressing the Central Valley Water Board staff NOV Letter. The Central Valley Water Board 28 January 2021 staff review letter (Review Letter) reduced the cited violations to twenty-three and therefore reduced the proposed mandatory minimum penalty to sixty-nine thousand dollars (\$69,000). This reduction in cited violations were due to the Discharger's documentation of additional pH data provided for the corrected pH compliance point. In addition, there were several chronic violations which were automatically dismissed because they did not occur within a 180-day time period or did not have preceding three violations in that time period.

6. On 10 January 2022, the Discharger notified Central Valley Water Board staff that the WWTF had exceeded the TSO interim effluent limits for cyanide on a 20 December 2021 sample for maximum daily and monthly average limits and will investigate this further. The Discharger only collected one sample in December 2021 for cyanide and the concentration was reported as 42 mg/l. On 4 March 2022, the Discharger notified Central Valley Water Board staff that its investigation into the cause of the exceedance of interim effluent limits for cyanide was inconclusive and the Discharger has ruled out sample collection, preservation procedures, and laboratory errors. The Discharger has agreed to the imposition of two additional MMPs, totaling, \$6000 due to exceedances of the effluent limit for cyanide. While the Discharger has a TSO which provides MMP protection for cyanide violations, it exceeded the interim effluent limits and therefore is subject to MMPs.

7. The Discharger is subject to effluent limitations contained in its WDRs R5-2019-0021 and WDRs R5-2014-0005 and is also subject to the interim effluent limitations contained in the TSO. WDRs R5-2019-0021 effluent limitations include:

Table 1. Effluent Limitation for Discharge Point 001

Parameter	Units	Instantaneous Minimum	Instantaneous Maximum	Average Monthly	Maximum Daily
pH	Standard Units	6.5	8.2	NA	NA
Total Ammonia Nitrogen	Mg/L	NA	NA	1.6	3.5
Total Cyanide as CN	ug/L	NA	NA	4.3	8.5

Table 2. Effluent Limitation for Discharge Point 002

Parameter	Units	Instantaneous Minimum	Instantaneous Maximum	Average Monthly	Maximum Daily
pH	Standard Units	6.5	8.1	NA	NA
Total Ammonia Nitrogen	Mg/L	NA	NA	1.3	2.8
Total Cyanide as CN	ug/L	NA	NA	4.3	8.5

WDRs R5-2014-0005 effluent limitations include:

Table 3. Effluent Limitation for Discharge Point 001

Parameter	Units	Instantaneous Minimum	Instantaneous Maximum	Average Monthly	Maximum Daily
pH	Standard Units	6.5	8.2	NA	NA
Total Ammonia Nitrogen	Mg/L	NA	NA	1.0	5.4

Table 4. Effluent Limitation for Discharge Point 002

Parameter	Units	Instantaneous Minimum	Instantaneous Maximum	Average Monthly	Maximum Daily
pH	Standard Units	6.5	8.1	NA	NA
Total Ammonia Nitrogen	Mg/L	NA	NA	1.0	4.6

The TSO Interim effluent limitations include:

Table 5. Interim Effluent Limitation for Discharge Points 001 and 002

Parameter	Units	Instantaneous Minimum	Instantaneous Maximum	Average Monthly	Maximum Daily
Total Cyanide as CN	ug/L	NA	NA	17	35

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8. The WDRs R5-2019-0021 and WDRs R5-2014-0005 do not have effluent limitations for turbidity, total residual chlorine, and ultraviolet light disinfection. Both WDRs have operational specifications for the above parameters. WDRs R5-2014-0005 does not have effluent limitations for cyanide.
9. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states, in part:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty 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 Section 13260.
- C) Files an incomplete report pursuant to 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.

10. According to the Discharger’s self-monitoring reports and the Review Letter, the Discharger committed twenty (20) serious Group I violations of the above effluent limitations contained in WDRs R5-2019-0021, R5-2014-0005, and R5-2008-0036, as shown in Attachment A. These violations are defined as serious because

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measured concentrations of Group I pollutants exceeded maximum prescribed levels in WDRs R5-2019-0021, R5-2014-0005, and R5-2008-0036 by 40 percent or more. These violations are subject to mandatory penalties under CWC section 13385 subdivision (h)(2). The mandatory minimum penalty for these serious violations is **sixty thousand dollars (\$60,000)**.

11. According to the Discharger's self-monitoring report for December 2021 and the Central Valley Water Board staff's review of self-monitoring reports from August 2020 through December 2021, the Discharger committed additional two (2) serious Group II violations of the above interim effluent limitations contained in the TSO for cyanide. These two violations are defined as serious because measured concentrations of Group II pollutants exceeded maximum prescribed levels in the WDRs R5-2019-0021 effluent limit for cyanide by 20 percent or more. These violations are subject to mandatory penalties under CWC section 13385 subdivision (h)(2). The mandatory minimum penalty for these two serious violations is **six thousand dollars (\$6,000)**.
12. According to the Discharger's self-monitoring reports and the Review Letter, the Discharger also committed three (3) non-serious violations of the above effluent limitations contained in WDRs R5-2019-0021, R5-2014-0005, and R5-2008-0036. These non-serious violations are subject to mandatory penalties under CWC section 13385 subdivision (i)(1) because these violations were preceded by three or more similar violations within a 180-day period. The mandatory minimum penalty for these non-serious violations is **nine thousand dollars (\$9,000)**.
13. The total amount of the mandatory minimum penalties assessed for the alleged effluent violations is **seventy-five thousand dollars (\$75,000)**. As stated herein, a detailed list of the alleged effluent violations is included in Attachment A and additional two serious violations described in Paragraphs 6 and 11.
14. Water Code section 13385 (l) states:
 - (1) In lieu of assessing penalties pursuant to subdivisions (h) and (i), the state board or the regional board, with the concurrence of the discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project in accordance with the enforcement policy of the state board. If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a supplemental environmental project may not exceed \$15,000 (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
15. Per Water Code section 13385, subdivision (l)(2) and the State Water Resources Control Board's (State Water Board) Water Quality Enforcement Policy and Policy

on Supplemental Environmental Projects, a supplemental environmental project (SEP) is: “an environmentally beneficial project that a person subject to an enforcement action voluntarily agrees to undertake, in settlement of the action and to offset a portion of a civil penalty.”

16. 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 Central Valley Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60. To resolve the violations by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of **seventy-five thousand dollars (\$75,000)** in MMPs against the Discharger. The Parties have agreed to resolve **thirty-seven thousand five hundred dollars (\$37,500)** of the alleged liability through the completion of a SEP.
17. The Central Valley Water Board Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

18. **Jurisdiction**: The Parties agree that the Central Valley Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
19. **Administrative Civil Liability**:
 - a) The Discharger hereby agrees to the imposition of an ACL in the amount of **seventy-five thousand dollars (\$75,000)** to the Central Valley Water Board to resolve the violation specifically alleged in Attachment A to this Order and in Paragraphs 6 and 11 of this Order .
 - b) The Discharger agrees to complete a SEP to offset **thirty-seven thousand five hundred dollars (\$37,500)** of the total liability contained in Attachment A and in this Order. The SEP is described in more detail below and Attachment B, SEP Scope: San Joaquin River Parkway Plant Establishment.
20. **Representations and Agreements**: The Discharger understands that the completed SEP is a material condition of this settlement of liability between the Discharger and the Central Valley Water Board Prosecution Team. The amount

associated with the Project shall be treated as a suspended administrative civil liability at the time of Project completion for purposes of this Order. The Central Valley Water Board is entitled to recover any portion of the Suspended Liability that is not expended in accordance with this Order. A detailed project description, including milestones, budgets, and performance measures are attached hereto as Attachment B and incorporated herein by reference.

- A. **Project Description - San Joaquin River Parkway Plant Establishment Project (Project):** The Project proposes to provide additional support and enhancement to high quality habitat by improving plant biodiversity along the San Joaquin River Parkway. The Project is an environmental restoration and protection SEP because it funds restoration and enhancement within the Jensen River Ranch and Fresno River West consistent with State Water Board Resolution No. 2017-0012 to further climate resiliency goals. The Project has a geographic nexus to the violations alleged herein.
- B. **Agreement for the Discharger to Fund, Report, and Guarantee Implementation of the Project:** The City represents that:
- i. The Project is unrelated in scope to the actions completed to remedy the issues identified in this Order and is not otherwise required by law;
 - ii. It will fund the Project in the amount described in this Order;
 - iii. It will provide certifications and written bi-annual reports detailing Project implementation, consistent with the terms of this Order; and
 - iv. It will guarantee payment by remaining liable for the Suspended Liability until the Project is completed and accepted by the Central Valley Water Board.
- C. **SEP Completion Date:** the proposed timeline for completion of the SEP is one year from the date of adoption of this Order.
- D. **Representation of the Discharger:** As a material consideration for the Central Valley Water Board's acceptance of this Order, the Discharger represents that it will utilize the Suspended Liability outlined in Paragraph 19 to implement the Project in accordance with the Project proposal as described in Attachment B. The Discharger understands that its promise to implement the Project in accordance with the schedule for implementation is a material condition of this settlement of liability between the Parties.

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- E. **Extensions:** If the Discharger cannot complete the project according to the schedule in Attachment B, following adoption of this Order, the Discharger shall notify the Executive Officer in writing within thirty (30) days of the date the Discharger first knew of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for nonperformance and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause of the delay, an updated schedule for implementation, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

The determination as to whether circumstances were beyond the reasonable control of the Discharger and its agents will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite the timely good faith efforts of the Discharger, due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger, a new Completion Date shall be established, and this Order will be revised accordingly. The Executive Officer will endeavor to grant a reasonable extension of time if warranted up to but not exceeding one year.

- F. **Project Oversight:** The Discharger agrees to oversee implementation of the Project. As described in additional detail in Attachment B, the Discharger will fund the Project as described and oversee work conducted by a third party to ensure compliance with the terms of this order. Additional oversight of the Project will be provided by the Central Valley Water Board.
- G. **Publicity:** If the Discharger publicizes the Project or results of the Project it will state in a prominent manner that the Project is being undertaken as part of a stipulated settlement of a Central Valley Water Board enforcement action.
- H. **Site Inspections:** The Discharger and the third party project proponent shall permit Central Valley Water Board staff to inspect the Project implementation location during normal business hours as well as review any documents associated with Project implementation at any time without notice.
- I. **Submission of Reports:** The Discharger, or the third party project proponent, agrees to submit bi-annual reports to the Central Valley Water Board. Reports will be due on the June 1 and December 1 until the Project

is completed. The reports will include information relating to the implementation progress of the Project, including photo-documentation, and any relevant deliverables. The Discharger shall submit a Final Report on or before the SEP Completion Date. The reports shall be provided in electronic copy to the Central Valley Water Boards contacts listed in Paragraph 22.

- J. **Certification of Completion of Project in Final Report:** On or before the SEP Completion Date, the Discharger, or the third party project proponent, shall submit a certified statement of completion in the Final Report to the Central Valley Water Board contacts identified in Paragraph 22. The certification shall include the following:
- a. **Certification of Expenditures:** Certification documenting all expenditures by the Discharger. The expenditures may include external payments to outside vendors or contractors implementing the Project. If applicable, the expenditures may include the costs of internal management resources, provided that such expenditures are directly related to the development and implementation of the Project. In making such verification, the official may rely upon normal company and project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental or information technology contractors or consultants.
 - b. **Certification of Performance of Work:** Certification that the Project has been completed in accordance with terms of this Order. Such documentation may include photographs, invoices, receipts, certifications, and other material reasonably necessary for the Central Valley Water Board to evaluate the completion of the Project and costs incurred by the Discharger.
 - c. **Certification that Work Performed Met or Exceeded Requirements of CEQA and other Environmental Laws (where applicable):** Certification that the Project met or exceeded the requirements of CEQA and/or other environmental laws. Unless the Discharger is exempt from compliance with CEQA, the Discharger shall, before initiating construction, consult with other interested State Agencies regarding potential impacts of the Project. Other interested State Agencies include, but are not limited to, the California Department of Fish and Wildlife.

K. Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEP: In the event that the Discharger is not able to demonstrate through the Final Report that the Suspended Liability amount listed in Paragraph 19.b has been spent for the completed Project, the Discharger shall pay, as an administrative civil liability the difference between the Suspended Liability amount and the amount the Discharger can demonstrate was actually spent on the Project.

L. Failure to Complete the Project: If the Project is not fully implemented as described in Attachment B and required by this Order by the agreed upon Completion Date, the Central Valley Water Board shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof to the State Water Board's Cleanup and Abatement Account.

21. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an ACL 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 additional violations of the type alleged may subject it to further enforcement, including additional ACLs. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

22. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:

Dale Harvey
Supervising Water Resource Control Engineer
1685 E Street
Fresno, CA 93706
(559) 445-6190
dale.harvey@waterboards.ca.gov

With copy to:

Hossein (Hoss) Aghazeynali, P.E.
Water Resources Control Engineer
NPDES Compliance and Enforcement
1685 E Street
Fresno, CA 93706
(559) 445-6194
hossein.aghazeynali@waterboards.ca.gov

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For the Discharger:

Scott Redelfs, P.E.
Public Utilities Director
City of Clovis
155 North Sunnyside Avenue
Clovis, CA 93611
(559) 324-2648
scottr@ci.clovis.ca.us

With copy to:

Paul Armendariz
Assistant Public Utilities Director
City of Clovis
155 North Sunnyside Avenue
Clovis, CA 93619
(559) 324-2649
paula@cityofclovis.com

Dennis Burrell
O&M California Regional Manager
Jacobs
1239 Cameron Lane
Ripon, CA 95366
(209) 985-1071
dennis.burrell@jacobs.com

23. **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.
24. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Central Valley Water Board, or its delegee. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Central Valley Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Central Valley Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

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25. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
26. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Central Valley 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 Central Valley 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 Central Valley Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of ACL complaints or orders for violations other than those addressed by this Order.
27. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Central Valley Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
28. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
29. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Central Valley Water Board or its delegee.
30. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
31. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the Central Valley Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Central Valley Water Board to determine whether to assess an ACL for the underlying alleged violations, or may continue to pursue

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settlement. 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 any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the Central Valley Water Board members or their advisors and any other objections to the extent that they are premised in whole or in part on the fact that the Central Valley Water Board members or their advisors were exposed to some of the material facts and the Parties settlement positions, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
32. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Central Valley Water Board.
33. **Waiver of Right to Petition:** The Discharger hereby waives the right to petition the Central Valley Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
34. **Covenant Not to Sue:** Upon the effective date of this Stipulated Order, the Discharger shall and does release, discharge, and covenant not to sue or pursue any civil or administrative claims against any State Agency or the State of California, its officers, agents, directors, employees, attorneys, representatives, for any and all claims or cause of action, which arise out of or are related to this action.
35. **Water Boards Not Liable:** Neither the Central Valley Water Board members, nor the Central Valley 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 Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order, nor shall the Central Valley Water Board, its members, staff, attorneys, or representatives be held as parties to or guarantors of any

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contract entered into by the Discharger, or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order.

36. **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 Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
37. **Necessity for Written Approvals:** All approvals and decisions of the Central Valley Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Central Valley Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
38. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
39. **Severability:** This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.
40. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Central Valley Water Board, or its delegee, enters the Order.
41. **Counterpart Signatures:** This 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.

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IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Central Valley Region

By: Original Signed By:
Clay Rodgers
Assistant Executive Officer

6/8/2022
Date

City of Clovis

By: Original Signed by:
John Holt
City Manager

6/2/2022
Date

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HAVING CONSIDERED THE PARTIES STIPULATIONS, THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Central Valley Water Board. The Central Valley Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. The Executive Officer of the Central Valley Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

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

Patrick Pulupa
Executive Officer
Central Valley Regional Water Quality Control Board

Attachment A: Record of Violations

Attachment B: Supplemental Environmental Project Scope: San Joaquin River Parkway Plant Establishment

ATTACHMENT A

UPDATED RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

City of Clovis

Clovis WWTF

RECORD OF VIOLATIONS (1 January 2010 – 31 July 2020) MINIMUM MANDATORY PENALTIES

(Data reported under Monitoring and Reporting Programs R5-2019-0021, R5-2014-0005, and R5-2008-0036)

The following table lists the alleged violations subject to mandatory minimum penalties (MMPs), pursuant to Water Code section 13385(h) and (i).

Table A. Violations subject to Mandatory Penalties

Item	Violation Number	Violation Date ¹	Constituent	Pollutant Group ²	Limitation Period	Limit	Measured (Result)	Units	MMP Type (C, NC, S, E) ³	Water Code	Penalty
1	1014552	09/28/2016	Turbidity	Other	Instantaneous	0.5	0.681	NTU	E	NA	\$ 0
2	1025439	04/18/2017	Turbidity	Other	Instantaneous	0.5	1	NTU	E	NA	\$ 0
3	1028578	06/08/2017	Turbidity	Other	Instantaneous	0.5	1	NTU	E	NA	\$ 0
4	1028577	06/29/2017	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	13	mg/L	S	13385(h)	\$ 3,000
5	1028576	06/30/2017	Ammonia, Total (as N)	Group 1	Monthly Average	1	1.9	mg/L	S	13385(h)	\$ 3,000
6	1030448	07/04/2017	Ammonia, Total (as N)	Group 1	Daily Maximum	126	394.34	lb/day	S	13385(h)	\$ 3,000
7	1030447	07/04/2017	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	22	mg/L	S	13385(h)	\$ 3,000
8	1030446	07/31/2017	Ammonia, Total (as N)	Group 1	Monthly Average	23	30.1	lb/day	C	13385(i)	\$ 3,000
9	1030450	07/31/2017	Ammonia, Total (as N)	Group 1	Monthly Average	1	1.56	mg/L	S	13385(h)	\$ 3,000
10	1032754	08/31/2017	pH	Other	Instantaneous	6.5	6.36	SU	E	NA	\$ 0
11	1033651	09/07/2017	pH	Other	Instantaneous	6.5	6.41	SU	E	NA	\$ 0
12	1033649	09/12/2017	pH	Other	Instantaneous	6.5	6.43	SU	E	NA	\$ 0
13	1033653	09/15/2017	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	6.8	mg/L	C	13385(i)	\$ 3,000
14	1033652	09/22/2017	pH	Other	Instantaneous	6.5	6.41	SU	E	NA	\$ 0
15	1033654	09/25/2017	pH	Other	Instantaneous	6.5	6.35	SU	E	NA	\$ 0

ATTACHMENT A

UPDATED RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

Item	Violation Number	Violation Date ¹	Constituent	Pollutant Group ²	Limitation Period	Limit	Measured (Result)	Units	MMP Type (C, NC, S, E) ³	Water Code	Penalty
16	1033650	09/28/2017	pH	Other	Instantaneous	6.5	6.42	SU	E	NA	\$ 0
17	1035350	10/02/2017	pH	Other	Instantaneous	6.5	6.37	SU	E	NA	\$ 0
18	1036069	11/30/2017	pH	Other	Instantaneous	6.5	6.21	SU	E	NA	\$ 0
19	1041092	02/01/2018	pH	Other	Instantaneous	8.2	8.28	SU	E	NA	\$ 0
20	1041091	02/08/2018	pH	Other	Instantaneous	6.5	6.35	SU	E	NA	\$ 0
21	1041090	02/24/2018	pH	Other	Instantaneous	8.2	9.35	SU	E	NA	\$ 0
22	1043045	03/06/2018	pH	Other	Instantaneous	8.2	8.4	SU	E	NA	\$ 0
23	1043047	03/12/2018	pH	Other	Instantaneous	6.5	6.44	SU	E	NA	\$ 0
24	1043046	03/16/2018	pH	Other	Instantaneous	6.5	5.65	SU	E	NA	\$ 0
25	1045249	05/01/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	126	260.3	lbs	S	13385(h)	\$ 3,000
26	1045248	05/01/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	11	mg/L	S	13385(h)	\$ 3,000
27	1045250	05/08/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	9.7	mg/L	S	13385(h)	\$ 3,000
28	1045245	05/08/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	126	213.57	lbs	S	13385(h)	\$ 3,000
29	1045246	05/10/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	5.4	13	mg/L	S	13385(h)	\$ 3,000
30	1045247	05/10/2018	Ammonia, Total (as N)	Group 1	Daily Maximum	126	288.4	lbs	S	13385(h)	\$ 3,000
31	1045251	05/31/2018	Ammonia, Total (as N)	Group 1	Monthly Average	1	2.1	mg/L	S	13385(h)	\$ 3,000
32	1045252	05/31/2018	Ammonia, Total (as N)	Group 1	Monthly Average	23	47.8	lbs	S	13385(h)	\$ 3,000
33	1048239	07/25/2018	pH	Other	Instantaneous	8.2	8.3	SU	E	NA	\$ 0
34	1048238	07/28/2018	pH	Other	Instantaneous	8.2	8.4	SU	E	NA	\$ 0
35	1053076	10/06/2018	pH	Other	Instantaneous	8.2	8.26	SU	E	NA	\$ 0
36	1054518	11/28/2018	Turbidity	Other	Instantaneous	0.5	1	NTU	E	NA	\$ 0
37	1059421	04/01/2019	Turbidity	Other	Instantaneous	0.2	0.5	NTU	E	NA	\$ 0
38	1063140	07/06/2019	Turbidity	Other	Instantaneous	0.5	0.71	NTU	E	NA	\$ 0
39	1063139	07/10/2019	Turbidity	Other	Instantaneous	0.5	0.57	NTU	E	NA	\$ 0
40	1063143	07/25/2019	UV Banks in Operation	Other	Instantaneous	25	0	%	E	NA	\$ 0

ATTACHMENT A

UPDATED RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

Item	Violation Number	Violation Date ¹	Constituent	Pollutant Group ²	Limitation Period	Limit	Measured (Result)	Units	MMP Type (C, NC, S, E) ³	Water Code	Penalty
41	1063138	07/26/2019	Ammonia, Total (as N)	Group 1	Weekly Average	82	377	lb/day	S	13385(h)	\$ 3,000
42	1063144	07/30/2019	Turbidity	Other	Instantaneous	0.5	0.57	NTU	E	NA	\$ 0
43	1063141	07/31/2019	Ammonia, Total (as N)	Group 1	Monthly Average	1.6	31	mg/L	S	13385(h)	\$ 3,000
44	1063142	07/31/2019	Ammonia, Total (as N)	Group 1	Weekly Average	3.5	33	mg/L	S	13385(h)	\$ 3,000
45	1063137	07/31/2019	Ammonia, Total (as N)	Group 1	Monthly Average	37	135	lb/day	S	13385(h)	\$ 3,000
46	1064744	08/09/2019	Ammonia, Total (as N)	Group 1	Weekly Average	82	93	lb/day	C	13385(i)	\$ 3,000
47	1064743	08/09/2019	Ammonia, Total (as N)	Group 1	Weekly Average	3.5	30	mg/L	S	13385(h)	\$ 3,000
48	1064742	08/31/2019	Ammonia, Total (as N)	Group 1	Monthly Average	37	61	lb/day	S	13385(h)	\$ 3,000
49	1064741	08/31/2019	Ammonia, Total (as N)	Group 1	Monthly Average	1.6	6.5	mg/L	S	13385(h)	\$ 3,000
50	1066104	09/14/2019	Turbidity	Other	Instantaneous	0.5	0.5	NTU	E	NA	\$ 0
51	1069801	12/11/2019	Chlorine, Total Residual	Group 2	Instantaneous	0.01	0.05	mg/L	E	NA	\$ 0
52	1072140	02/20/2020	Turbidity	Other	Instantaneous	0.5	0.92	NTU	E	NA	\$ 0

Total Penalty: \$69,000

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

ATTACHMENT A

UPDATED RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

VIOLATION SUMMARY:

Violation period ending the last day of February 2020

Group I Violations Assessed MMP: 23

Group II Violations Assessed MMP: 0

Other Effluent Violations Assessed MMP: 0

Violations Exempt from MMP: 29

Total Violations Assessed MMP: 23

Mandatory Minimum Penalty = (20 Serious Violations + 3 Non-Serious Violations) x \$3,000 = \$69,000

ATTACHMENT A

UPDATED RECORD OF VIOLATIONS FOR ASSESSING MANDATORY MINIMUM PENALTIES

Table B. Definition

Abbreviation	Description
CAT 1 (Group1)	Violation of effluent limitation for Group 1 pollutant.
CAT 2 (Group 2)	Violation of effluent limitation for Group 2 pollutant
CHRON (C)	Chronic violation as defined by Water Code section 13385 (i). Any non-serious violation that falls within a 180-day period with three preceding violations. Thus, the fourth non-serious violation that occurs within a 180-day period is subject to MMPs.
CIWQS	California Integrated Water Quality System database. https://www.waterboards.ca.gov/water_issues/programs/ciwqs/
CTOX	Violation of chronic toxicity effluent limitation.
DREP	Deficient reporting violation. This will only result in MMPs if the report is so deficient as to make determination of compliance impossible for the reporting period.
EXEMPT (E)	Exempt from MMP by Central Valley Water Board staff determination
LREP	Late Reporting violation. Every 30-Days a report is late counts as one serious late reporting violation subject to MMPs.
Measured (Result)	Reported value for the monitoring period by the Discharger.
MMP Type	Classification of the MMP violation (S, C, NC, Exempt).
Occurrence Date (Violation Date)	Date that a violation occurred. For averaging period limitation violations, such as weekly and monthly averages, the last day of the reporting period is used such as last day of the week (Saturday) and last day of the month, respectively.
Other (OEV)	Violation of any constituent-specific effluent limitation not included in Group 1 or Group 2.
NCHRON (NC)	Non-serious violation falls within the first three violations in a 180-day period, thus, not subject to MMP.
S	Serious Violation defined by Water Code section 13385 (h): <ul style="list-style-type: none"> • For Group 1 pollutants that exceed the effluent limitation by 40 percent or more. • For Group 2 pollutants that exceed the effluent limitation by 20 percent or more.

ATTACHMENT B

Supplemental Environmental Project Scope San Joaquin River Parkway Plant Establishment

The San Joaquin River Parkway and Conservation Trust, Inc. (Trust) plans to use the requested \$37,500 to aid the establishment of 20,000 native trees and shrubs previously installed over 100 acres at two highly visible properties within the San Joaquin River Parkway and Fresno City limits: the Jensen River Ranch and River West Fresno. The San Joaquin River Parkway Plant Establishment Project would pick up where previous funding has left off to provide additional time for the establishment of the installed species to ensure their long-term success at increasing high quality habitat and improving plant biodiversity. Since this funding is for continued work on existing habitat enhancement projects, work is ready to begin and would occur during the coming growing season between approximately mid-February through mid-November of 2022.

Funding would be used to complete the following 4 plant establishment tasks:

1. Operate and maintain the existing drip irrigation systems at the Jensen River Ranch and River West Fresno. Irrigation would occur as needed during the growing season from approximately mid-February through mid-November as determined by the weather and plant need.

Funding would cover:

- The cost of providing electrical power to the irrigation pumps through PG&E.
 - Labor from Trust restoration technicians to perform regular operation of the irrigation system including cleaning the intake filter, operating valves, inspecting the system for maintenance issues during each operation by walking the drip lines to look for leaks or breaks, and ensuring proper water delivery to the plants.
 - Labor from Trust restoration technicians to complete regular repairs to the drip irrigation system as needed. This typically will involve replacing emitters or sections of dripline that have been damaged by wildlife.
 - The cost of basic materials needed for regular repairs, such as replacement emitters and dripline.
 - Travel costs to and from the project sites for Trust staff that will be billed at the IRS mileage rate.
2. Perform invasive plant management within the planting areas to manage troublesome species, reduce competition with the installed plant species, and promote natural recruitment and regeneration. Trust restoration technicians will mow the planting areas using the Trust's tractor and string trimmers to reduce spring and summer weeds. Additional spot treatments of invasive weeds with a post-emergent herbicide will be completed if needed using the Trust's backpack sprayers.

Funding would cover:

- Labor from Trust restoration technicians to perform weed treatments.
- The cost of operating the Trust’s tractor and string trimmers.
- The cost of herbicide if needed.
- Travel costs to and from the project sites for Trust staff that will be billed at the IRS mileage rate.

3. Provide regular monitoring and maintenance of the plantings and the installed plant protective measures. Trust restoration technicians will provide general monitoring of the project sites during the project activities described in tasks 1 and 2 to identify issues or potential for issues as soon as possible so that corrective and preventative action can be taken. Additionally, an annual growth survey and photo monitoring will take place towards the end of the growing season to document plant health, survival rates, any natural recruitment, and changes over time.

Funding would cover:

- Labor from Trust restoration technicians to perform regular monitoring and maintenance of the plantings and plant protective measures.
- Cost of materials needed to maintain or repair the protective plant measures, such as welded-wire fencing and stakes.
- Labor from the Trust restoration technicians to perform an annual growth survey and photo monitoring.

4. Complete project management tasks such as tracking staff time and expenditures, producing invoices for the work completed, and writing progress reports.

Funding would cover:

- Labor from the Trust’s project manager to complete management tasks.

Budget Breakdown by Task

Irrigation	40%	\$ 15,000.00
Weed Management	40%	\$ 15,000.00
Monitoring and Maintenance	10%	\$ 3,750.00
Project Management	10%	\$ 3,750.00
Total	100%	\$ 37,500.00

Project work would be completed at the Jensen River Ranch and Fresno River West during the coming growing season between approximately mid-February and mid-November as shown below. During that

