

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

In the Matter of:

CITY OF ROSEVILLE

ORDER R5-2025-0525

**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), on behalf of the Central Valley Water Board Prosecution Team (Prosecution Team), and the City of Roseville (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 operates the Dry Creek Collection System, a sanitary sewer collection system serving approximately 166,000 people in the City of Roseville. The collection system includes 596 miles of gravity sewers, 19.9 miles of forced mains, 296 miles of Discharger owned and maintained laterals, and 17 wastewater lift stations. Wastewater is conveyed to the Dry Creek Wastewater Treatment Plant.
3. The Discharger's collection system is regulated by the Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, State Board Order No. 2022-0103-DWQ (SSS General Order). Prohibition 4.2 of the SSS General Order prohibits any discharge from a sanitary sewer system to waters of the state.¹
4. Clean Water Act section 301 (33 U.S.C. § 1311) and Water Code section 13376 prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit. The SSS General Order is not a NPDES permit.
5. The Prosecution Team alleges that between 19 November 2023 to 4 December 2023, the Discharger discharged 366,600 gallons of untreated sewage into Strap

¹ Under California Code of Regulations, title 23, section 3831(w), "[a]ll waters of the United States in California are also 'waters of the state.'"

Ravine, a water of the state and United States, in violation of Prohibition 4.2 of the SSS General Order, Clean Water Act section 301, and Water Code section 13376.

6. Pursuant to Water Code section 13385, subdivision (a), any person who violates Water Code section 13376 or any requirement of Clean Water Act section 301 is subject to administrative civil liability pursuant to Water Code section 13385 subdivision (c), in an amount not to exceed the sum of both of the following: (1) ten thousand dollars (\$10,000) for each day in which the violation occurs; and (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.
7. Additionally, the unauthorized discharge of raw sewage to a water of the state in violation of Prohibition 4.2 of the SSS General Order is subject to administrative civil liability under Water Code section 13350. The Prosecution Team has elected to pursue enforcement pursuant to Water Code section 13385, subdivision (a) instead of Water Code section 13350.
8. The State Water Resources Control Board's (State Water Board) 2017 Water Quality Enforcement Policy (2017 Enforcement Policy) establishes a methodology for determining administrative civil liability by addressing the factors that are required to be considered under Code section 13385, subdivision (e). On 5 December 2023 and 20 August 2024, the State Water Board adopted Resolutions 2023-0043 and 2024-0027, respectively, which adopted the 2024 Water Quality Enforcement Policy (2024 Enforcement Policy). The 2024 Enforcement Policy was approved by the Office of Administrative Law and become effective on November 7, 2024. The Prosecution Team developed the proposed administrative civil liability based on the 2017 Enforcement Policy since the alleged violation occurred prior to the adoption of the 2024 Enforcement Policy. However, the 2024 Enforcement Policy was used where it provides clarifications or procedural changes to the 2017 Enforcement Policy. (See Appendix D to the 2024 Enforcement Policy.)
9. The 2017 and 2024 Enforcement Policies establish a methodology for assessing administrative civil liabilities. Use of the methodology incorporates Water Code section 13385, subdivision (e) that requires the Central Valley 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."

10. The Parties have engaged in confidential settlement negotiations. The Parties agree to fully settle the violation summarized above, and specifically identified in Attachment A, which is hereby incorporated by reference, without administrative or civil litigation and by presenting this Stipulation 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.
11. Pursuant to section VI.B. of the 2017 and 2024 Enforcement Policies (Settlement Considerations), the Prosecution Team agreed during settlement negotiations to reduce the Final Liability Amount contained in the penalty calculation methodology included in Attachment A in consideration of hearing and/or litigation risks.
12. To resolve the violations by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an administrative civil liability against the Discharger in the amount of three hundred fifty-seven thousand eight hundred sixty-seven dollars (\$357,867).
13. The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties stipulate to the following:

14. **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.
15. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of **three hundred fifty-seven thousand eight hundred sixty-seven dollars (\$357,867)** by the Central Valley Water Board to resolve the violation specifically alleged herein as follows:
 - a. No later than thirty (30) days after the Central Valley Water Board, or its delegee, signs this Order, the Discharger shall submit a check for **one hundred seventy-eight thousand nine hundred thirty-four dollars (\$178,934)** made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Order, and mail it to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment

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P.O. Box 1888
Sacramento, CA 95812-1888

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Central Valley Water Board (Xuan.Luo@waterboards.ca.gov).

- b. The Parties agree that the remaining **one hundred seventy-eight thousand nine hundred thirty-three dollars (\$178,933)** (ECA Amount) of the administrative civil liability shall be suspended pending completion of the Enhanced Compliance Action (ECA) described herein and in Attachment B, which is hereby incorporated by reference. As described in Attachment B, the ECA is expected to cost more than the ECA Amount. The Discharger is required to implement and complete the ECA regardless of whether it costs more than the ECA Amount. Should the final ECA costs exceed the ECA Amount, only one hundred seventy-eight thousand nine hundred thirty-three dollars (\$178,933) will be suspended in accordance with the terms of this Stipulated Order. Unless otherwise mutually agreed upon by the Parties in a subsequent order, additional costs incurred above the ECA Amount to implement and complete the ECA will not be credited to or applied to liabilities for any violations that occur before or after the effective date of this Stipulated Order.
16. **ECA Description:** The ECA consists of the Sewer Lift Station 19 Force Main Condition Assessment. Based on the Discharger's April 2025 *Force Mains Condition Assessment Plan*, Sewer Lift Station 19 was identified as the Discharger's highest-priority pipeline for condition assessment due to its length, diameter, and age. The ECA is the Discharger's first time implementing a non-destructive, in-line condition assessment on a force main and is intended to reduce the risk of pipeline failure and associated sanitary spills. The complete ECA description is contained in Attachment B.
17. **ECA Oversight:** The Discharger agrees to oversee implementation of the ECA. The Central Valley Water Board will provide additional oversight of the ECA which includes but is not limited to, updating regulatory and records databases, reviewing and evaluating progress, conducting site inspections, reviewing the final completion report, and verifying appropriate expenditure of ECA funds.
18. **ECA Completion Deadline:** The Discharger shall comply with the deadlines in Attachment B, including completing the ECA within 16 months of the Effective Date of this Stipulated Order.
19. **Request for Extension:** The Central Valley Water Board's Executive Officer may extend the ECA deadlines contained in this Stipulated Order for good cause if the Discharger demonstrates delays from unforeseeable contingences, such as a delay in receipt of ECA materials, provided that the Discharger continues to undertake all

appropriate measures to meet the deadlines. The Discharger shall make any deadline extension request in writing at least thirty (30) days prior to the deadline. The notice shall describe the reason for the delay and specifically refer to this paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance with this Stipulated Order. The Discharger shall adopt all reasonable measures to avoid and minimize such delays. The determination as to whether the 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 compliance deadline shall be established and provided to the Discharger in writing with the effect of revising this Stipulated Order. The Executive Officer will not unreasonably deny a time extension request.

20. Final Reports and Quarterly Monitoring Reports: The Discharger shall provide quarterly monitoring reports on the progress of the ECA by the deadlines provided in Attachment B. The Final Report shall be submitted with the certification, by the deadline provided in Attachment B.

21. Certification of ECA Completion: Within 16 months of the Effective Date of this Stipulated Order, a responsible official of the Discharger must submit a final report that documents ECA completion and provides a certified statement of ECA completion (Certification of ECA Completion), signed under penalty of perjury, that documents the following:

- a. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,
- b. Certification documenting the expenditures by the Discharger during the completion period for the ECA, and
- c. Certification that the Discharger followed all applicable environmental laws and regulations in implementing the ECA, including but not limited to the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.

Documentation of ECA completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Central Valley Water Board to evaluate ECA completion and the costs incurred.

22. **Third-Party Audit:** At the written request of the Central Valley Water Board, the Discharger shall submit, at its sole cost, a report prepared by an independent third party(ies), stating that in its professional opinion, the Discharger has or has not expended money in the amounts claimed. The Discharger, with the Central Valley Water Board's approval, shall choose the independent third-party auditor. In the event of such an audit, the Discharger agrees that they will provide the third-party auditor with access to all documents which the auditor requests. Such information shall also be provided to the designated Central Valley Water Board contact in Section III, paragraph 19. The audit report shall be provided to the Central Valley Water Board within six (6) months of notice from the Central Valley Water Board to the Discharger of the need for an independent third-party audit. The audit need not address any costs incurred by the Central Valley Water Board for oversight.
23. **Central Valley Water Board Acceptance of Completed ECA:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the ECA and any audits, the Central Valley Water Board or its delegee shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the Discharger under this Stipulated Order and permanently suspend the ECA Amount.
24. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved ECA:** In the event the ECA is fully implemented but the Discharger is not able to demonstrate to the reasonable satisfaction of the Central Valley Water Board's Executive Officer that the entire ECA Amount was spent on the completed ECA, the Discharger shall pay the difference between the ECA Amount and the amount the Discharger can demonstrate was actually spent on the ECA (the Difference). The Executive Officer shall issue a Notice of Violation that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within thirty (30) days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 2.a., above. Payment of the Difference shall satisfy the Discharger's obligations to implement the ECA.
25. **Failure to Complete the ECA:** If the ECA is not fully implemented by the ECA Completion Deadline required in this Stipulated Order and an extension has not been granted by the Central Valley Water Board's Executive Officer, the Executive Officer shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire ECA Amount, or some portion thereof, to satisfy the Discharger's obligations to implement the ECA. The Discharger shall be liable to pay the State Water Pollution Cleanup and Abatement Account the amount within thirty (30) days of receipt of the Notice of Violation, consistent with payment instructions provided in section III, paragraph 2.a., above.
26. **Central Valley Water Board Not Liable:** The Central Valley Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or

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damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

27. **Publicity:** Whenever the Discharger, or its agents or subcontractors, publicize one or more elements of the ECA, they shall state in a prominent manner that the project is undertaken as part of a settlement of a Central Valley Water Board enforcement action against the Discharger.
28. **Inspection Authority:** The Discharger agrees that Central Valley Water Board staff have permission to inspect the ECA construction progress at any reasonable time during normal business hours, with 24 hours' notice.
29. **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 ECA Amount to implement the ECA in accordance with the terms and conditions described in this Stipulated Order and Attachment B. The Discharger understands that its commitment to implement the ECA in accordance with the schedule and deliverables for implementation is a material condition of this settlement of liability between the Parties.
30. **No Benefit to Central Valley Water Board Functions, Members, or Staff:** The ECA provides no direct fiscal benefit to the Central Valley Water Board's functions, its members, its staff, or any family member of staff.
31. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an 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 additional violations of the type alleged may subject it to further enforcement, including additional administrative civil liabilities. 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.
32. **Party Contacts for Communications Related to Stipulated Order:**

For the Central Valley Water Board:

Xuan Luo
Senior Water Resources Control Engineer
NPDES Compliance and Enforcement
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670

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(916) 464-4848
Xuan.Luo@waterboards.ca.gov

For the Discharger:

Tracie Mueller, P.E.
Wastewater Utility Manager
City of Roseville
1800 Booth Road, Roseville, CA 95747
(916) 746-1812
trmueller@roseville.ca.us

33. **Attorneys' 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.
34. **Matters Addressed by This Stipulated Order:** Upon the Central Valley Water Board or its delegee's adoption, this Stipulated Order represents a final and binding resolution and settlement of the violation alleged above and in Attachment A, 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 2.a., and the successful completion of the ECA as outlined in this Stipulated Order and Attachment B, or full payment of the associated ECA Amount.
35. **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.
36. **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.
37. **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 administrative civil liability complaints or orders for violations other than those addressed by this Order.

38. 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.

39. 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.

40. 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.

41. 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.

42. If Order Does Not Take Effect: The Discharger's obligations under this Stipulated Order are contingent upon the entry of the Order of the Central Valley Water Board, or its delegee, as proposed. 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 administrative civil liability for the underlying alleged violations, or may continue to pursue 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:

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- 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.
43. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Central Valley Water Board, hereby waives its right to a hearing before the Central Valley Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Central Valley Water Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.
44. **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. In the event the Stipulated Order is not adopted by the Central Valley Water Board, the Discharger does not waive its right to petition a future order imposed by the Central Valley Water Board
45. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order.
46. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
47. **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.

48. **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.
49. **Severability:** This Stipulated Order is severable; should any provision be found invalid; the remainder shall remain in full force and effect.
50. **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 incorporating the terms of this Stipulated Order.
51. **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. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

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IT IS SO STIPULATED.

California Regional Water Quality Control Board, Central Valley Region Prosecution
Team

ORIGINAL SIGNED BY:

JOHN J. BAUM
Assistant Executive Officer

17 December 2025

City of Roseville

ORIGINAL SIGNED BY:

DOMINICK CASEY
City Manager – City of Roseville

18 December 2025

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: Penalty Calculation Methodology

Attachment B: Enhanced Compliance Action Description

ATTACHMENT A
SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF
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PENALTY CALCULATION METHODOLOGY

The State Water Board's 2017 Water Quality Enforcement Policy (2017 Enforcement Policy) establishes a methodology for determining administrative civil liability by addressing the factors that are required to be considered under California Water Code (CWC) sections 13327 and 13385, subdivision (e). On 5 December 2023 and 20 August 2024, the State Water Resources Control Board (State Water Board) adopted Resolutions 2023-0043 and 2024-0027, respectively, which adopted the 2024 Water Quality Enforcement Policy (2024 Enforcement Policy). The 2024 Enforcement Policy was approved by the Office of Administrative Law and become effective on 7 November 2024. The Prosecution Team developed the proposed administrative civil liability based on the 2017 Enforcement Policy since the alleged violation occurred prior to the adoption of the 2024 Enforcement Policy. However, the 2024 Enforcement Policy was used where it provides clarifications or procedural changes to the 2017 Enforcement Policy. (See Appendix D to the 2024 Enforcement Policy.)

The facts surrounding the alleged violation and each factor of the ten-step approach to assessing liability for the violation are discussed below, as is the basis for assessing the corresponding score.

The 2017 Enforcement Policy can be found at https://www.waterboards.ca.gov/board_decisions/adopted_orders/resolutions/2017/040417_9_final%20adopted%20policy.pdf.

The 2024 Enforcement Policy can be found at https://waterboards.ca.gov/water_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf.

Violation 1: 8800 Sierra College Boulevard Mainline Spill (CIWQS Event ID 891462)

The City of Roseville's (City) Wastewater Collection Division staff received a call at 13:09 on 4 December 2023 reporting a sulfur odor at the Slate Creek Apartments. City staff responded at 13:16 and arrived on site at 13:45 and began to investigate the complaint. After an extensive investigation of sanitary sewer collection system facilities within and in the vicinity of the apartment complex, City staff determined a spill was occurring in the undeveloped land between the apartment complex and Strap Ravine, a water of the state and United States. At approximately 14:54, City staff discovered sewage bubbling up from manhole B08-028, a manhole in an 8-inch sewer mainline, and flowing into Strap Ravine. At approximately 15:23, City staff determined that the cause of the spill was roots growing through the barrel joints in downstream manhole B08-032 and forming a "significant root ball" in the manhole that completely blocked flow in the 8-inch mainline.

The first clean-up equipment arrived on site at 15:23 and began removing spilled sewage. Construction and excavation equipment arrived at 15:45 to begin cutting an access road to the spill site, while City crews worked to remove the blockage and restore flow. City staff removed the root ball from manhole B08-032, as well as rags and grease accumulated upstream of the blockage, and restored flow in the 8-inch mainline by 16:31.

City staff further determined that spilled sewage had covered approximately 4,116 square feet between manhole B08-028 and Strap Ravine, and had entered Strap Ravine itself and flowed downstream approximately 1,680 feet to a beaver pond upstream of East Roseville Parkway. Over the 28 hours following their initial arrival at the site, City crews removed a total of 84,920 gallons of contaminated water from Strap Ravine and the beaver pond. After consultation with Placer County Health and Human Services staff and a thorough review of the affected area, Wastewater Collection Division Superintendent Dan Pruden deemed the clean-up complete at 19:00 on 5 December 2023.

While interviewing residents of the Slate Creek Apartments to determine the location and start of the spill, City staff discovered that the apartment complex property manager had sent an email to the City's Online Odor Reporting System on 28 November 2023. However, this email, as well as two others received on 28 November 2023 and 4 December 2023 from residents were not forwarded to the Wastewater Collection Division. Within the three emails, the earliest noted first observance of the smell was 20 November 2023. According to the City's technical report of the spill submitted in the California Integrated Water Quality System (CIWQS) database, the complaints were not passed on because odor complaints not associated with the wastewater treatment plant were considered invalid.

City staff estimated the volume of the spill using the City's multi-family residential wastewater design standard of 130 gallons per day per unit. City staff also made the assumption that the spill began one day prior to first observation of the odor—in other words, on 19 November 2023—making a total spill duration of 16 days. Since 188 units were occupied at the time of the spill, the total volume spilled before City staff removed the blockage and restored flow is estimated to be 366,600 gallons. The City voluntarily elected to use the higher estimation of spill, based on the maximum wastewater design standard of 130 gallons per day per unit, as opposed to a more conservative estimation. The units at the property in question were designed for 130 gallons per day (which errs on the high side), though actual daily averages were likely less.

City staff collected receiving water samples in Strap Ravine both upstream and downstream of the spill entry point, and from upstream and downstream of the beaver dam. Samples were collected on 5 and 6 December 2023. Samples were analyzed for ammonia, electrical conductivity, pH, total coliform, and E. coli. However, quantitative results for total coliform and E. coli are not available because the City did not specify quantitative analysis and the laboratory used a method that indicates only the presence

or absence of these pollutants. Laboratory analysis of the samples indicated that total coliform and E. coli were present in all samples on both days, and that ammonia was higher below the spill entry point than above on 5 December 2023.

Following the incident, City staff reviewed Wastewater Collection Division maintenance records and found a completed work order for cleaning manhole B08-032 on 32 August 2022 (*sic.*). However, the size of the root ball removed from manhole B08-032 on 4 December 2023 led City staff to conclude that the cleaning reported in the completed work order did not occur, and that lack of proper cleaning was the “root cause” of the spill. Upon further investigation, the City learned that the mainline upstream and downstream of the manhole had been cleaned, but the specific manhole at issue had not been cleaned because it was in an unimproved easement area with access constraints.

The City implemented several follow-up actions after the incident to reduce the potential for similar future events. Actions include amending Online Odor Reporting System procedures to forward all complaints to Wastewater Collection Division staff without exceptions, and improving identification of mainlines in undeveloped areas and improving physical access to them for both inspection and spill response. The City also invested significant funds to acquire easement machinery, which will allow greater access to difficult manhole locations, such the manhole at issue.

A detailed summary of the SSO with location maps, volume calculations, and sample results is provided in the Spill Technical Report and the System Failure Analysis Form Narrative uploaded to the CIWQS database by the City on 18 January 2024 and 5 January 2024 (respectively), Event ID 891462.

Step 1 – Actual or Potential for Harm for Discharge Violations

Factor 1: The Degree of Toxicity of the Discharge:

This factor evaluates the degree of toxicity of the discharge by considering 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 receptors or beneficial uses. A score between 0 and 4 is assigned based on a determination of the risk or threat of the discharged material. “Potential receptors” may include human health, aquatic life, habitat, etc.

Untreated sewage generally contains elevated concentrations of coliform organisms, total suspended solids, biochemical oxygen demand, nitrate, and ammonia. Elevated concentrations of these constituents can lead to low dissolved oxygen in the receiving water, impacts to aquatic life, and impacts to human health. Although there were no reports of fish kills or other toxic-related impacts tied to the event, the discharged

material poses “an above-moderate risk or a direct threat to potential receptors,” and a score of 3 is assigned for this factor.

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

As a result of this incident, raw sewage was discharged to Strap Ravine, a tributary to Linda Creek, during 19 November to 4 December 2023. Linda Creek is a tributary to Dry Creek, which eventually converges with the Sacramento River. Beneficial uses of the Sacramento River include municipal and domestic supply, irrigation, contact and non-contact recreation, warm and cold freshwater habitat, warm and cold migration, warm and cold spawning, wildlife habitat, and navigation. Strap Ravine, Linda Creek, and the Sacramento River are all waters of the United States. In addition, Linda Creek and Dry Creek flow through residential neighborhoods and public parks. Although City staff did not find evidence of sewage below the beaver dam, beaver dams are typically porous; and the volume of sewage entering Strap Ravine compared to the volume of water recovered during clean-up operations suggests that some sewage passed through the dam. Water quality impacts from the incident are difficult to quantify because the City did not request numeric results from pathogen testing.

Discharges of raw sewage are known to contain pathogens, nitrogen, ammonia, total suspended solids and biological oxygen demand, all of which can cause adverse impacts to human and aquatic life. As discussed above, samples taken by the City on 5 and 6 December 2023 indicated that total coliform and E. coli were present on both days and ammonia was higher downstream of the spill entry point on 5 December 2023. In this case, the duration and volume of the spill, particularly compared with the much smaller natural flow rate in Strap Ravine, constituted a potentially significant impact to Strap Ravine. At the same time, water quality and environmental impacts of the primary pollutants contained in raw sewage are generally not long term. Therefore, this incident is considered to have had moderate actual or potential harm to beneficial uses, which is defined as “observed or reasonably expected potential impacts, but harm or potential harm to beneficial uses is moderate and likely to attenuate without appreciable medium or long term acute or chronic effects;” and a score of 3 is assigned for this factor.

Factor 3: Susceptibility to Cleanup or Abatement:

As described above, 366,600 gallons reached surface waters in Strap Ravine. During clean-up operations, City crews removed 84,920 gallons of mixed sewage and surface water from Strap Ravine. This is less than 50% of the spill, so a multiplier of 1 is assigned for this factor.

Final Score – “Potential for Harm”

The three factor scores are summed to provide a final Potential for Harm score for the violation. For this violation, the Potential for Harm score is 7.

Step 2 – Assessments for Discharge Violations

1. Per Gallon Assessments for Discharge Violations

When there is a discharge, the Central Valley Water Board must determine the initial liability amount on a per-gallon basis using the Potential for Harm score and the Extent of Deviation from Requirement of the violation. The Potential for Harm Score for this violation is 7, as determined in Step 1. Prohibition 4.2 of Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems, State Water Board Order No. 2022-0103-DWQ (SSS General Order) prohibits any discharge from a sanitary sewer system to waters of the State.² Similarly, Clean Water Act section 301 and CWC section 13376 prohibit the discharge of a pollutant from a point source to waters of the United States without a NPDES permit. Therefore, the discharge of sewage is a major deviation from the requirements of the SSS General Order, Clean Water Act section 301, and CWC section 13376.

According to Table 1 of the 2017 Enforcement Policy, a major deviation from requirement combined with Potential for Harm of 7 results in a per-gallon factor of 0.41 for this violation.

A discharger who violates Clean Water Act section 301 and CWC section 13376 is subject to administrative civil liability pursuant to CWC section 13385, subdivision (a). Additionally, the unauthorized discharge of sewage in violation of the SSS General Order is subject to administrative civil liability pursuant to CWC section 13350. The Central Valley Water Board Prosecution Team elected to pursue enforcement of the alleged violation pursuant to CWC section 13385. CWC section 13385, subdivision (c)(2) states that the administrative civil liability amount is \$10 per gallon multiplied by the number of gallons discharged but not cleaned up, over 1,000 gallons for each spill event. The 2017 Enforcement Policy allows for a reduction in the maximum penalty amount of \$10 per gallon for high volume discharges between 100,000 gallons and 2,000,000 gallons for each discharge event. The City estimated that a total of 366,600 gallons reached Strap Ravine. Therefore, this incident is considered to be “high volume” based on the total gallons discharged. The Prosecution Team elected to use a \$2/gallon maximum, which does not result in an inappropriately small liability.

As described above, 366,600 gallons reached surface waters, and 84,920 gallons of mixed sewage and surface water were removed. For purposes of settlement, the Prosecution Team agreed to subtract 84,920 gallons in calculating the volume of the

² Under California Code of Regulations, title 23, section 3831(w), “[a]ll waters of the United States in California are also ‘waters of the state.’”

discharge to surface waters that was not cleaned up. The volume used in the Per-Gallon Assessment is the 366,600 gallons discharged to surface waters minus the 84,920 gallons recovered minus 1,000 gallons, which equals 280,680. Therefore, the Per-Gallon Assessment is:

Per-Gallon Assessment

$$0.41 \times 280,680 \text{ gallons} \times \$2 \text{ per gallon} = \$230,158$$

2. Per Day Assessments for Discharge Violations

According to Table 2 of the 2017 Enforcement Policy, the per-day factor for the Potential for Harm and the Extent of Deviation from Requirement applicable to this violation is 0.41. The spill event occurred over a period of sixteen days (19 November – 4 December 2023). CWC section 13385, subdivision (c)(1) allows for an administrative civil liability of up to \$10,000 per day of violation. Therefore, the Per-Day Assessment is:

Per-Day Assessment

$$0.41 \times 16 \text{ days} \times \$10,000 \text{ per day} = \$65,600$$

3. Initial Liability Amount: The sum of the Per-Gallon Assessment and the Per-Day Assessment for this violation is:

Initial Liability Amount

$$\$230,158 \text{ Per-Gallon Assessment} + \$65,600 \text{ Per-Day Assessment} = \$295,758$$

Step 3 – Per Day Assessments for Non-Discharge Violations

This step is not applicable.

Step 4 – Adjustment Factors

Degree of Culpability

According to information reported in the CIWQS database by the City, the spill was caused by a root ball in manhole B08-032 that was not removed during routine maintenance three months earlier because the manhole was not inspected due to access constraints, and therefore the root ball expanded until it completely blocked the sewer mainline. In addition, the City's Online Odor Reporting System received odor complaints as early as 28 November 2023 which could have led to the City discovering the spill six days earlier, but the Wastewater Collection Division was not notified of the complaint (and subsequent complaints) because it was City staff's practice to disregard odor complaints that were not related to the wastewater treatment plant (when complaints were submitted through the Online Order Reporting System associated with the wastewater treatment plant). Therefore, a multiplier of 1.2 is assigned for Degree of Culpability.

History of Violations

The 2017 Enforcement Policy states that where the discharger has no prior history of violations, this factor should be 1.0. The 2017 Enforcement Policy further states that this factor should be 1.1 where the discharger has prior violations within the last five years, and greater than 1.1 where the discharger has a history of similar or numerous dissimilar violations. The Central Valley Water Board has not issued any Administrative Civil Liability Orders against the City within the last five years for SSO violations; therefore, a multiplier of 1.0 is assigned for this factor.

Cleanup and Cooperation

The Wastewater Collection Division was not notified of odor complaints received by the City through the Online Odor Reporting System, and therefore was not notified of the spill until receiving a phone call from a resident of the Slate Creek Apartments at 13:09 on 4 December 2023. Upon receiving this call, Wastewater Collection Division staff responded quickly, investigated thoroughly, found the spill location by 14:54, and discovered and remediated the cause of the spill by 16:31. The City's response was made more difficult by the size of the apartment complex and the number of collection system assets in the area, and by the challenges of accessing, investigating, and performing remediation activities in the undeveloped area between the apartment complex and Strap Ravine, and in Strap Ravine itself. The City also recovered 84,920 gallons of mixed sewage and surface water. Finally, the City has been open about the breakdowns in its own policies and procedures which led to and exacerbated the spill. The City implemented several follow-up actions after the incident to reduce the potential for similar future events. Actions include amending Online Odor Reporting System procedures to forward all complaints to Wastewater Collection Division staff without exceptions, and improving identification of mainlines in undeveloped areas and

improving physical access to them for both inspection and spill response. Therefore, a multiplier of 1.1 is assigned for this factor.

Step 5 – Determination of Total Base Liability Amount

<p style="text-align: center;">Total Base Liability Amount</p> <p style="text-align: center;">Initial Liability Amount x Culpability Multiplier x History of Violations Multiplier x Cleanup and Cooperation Multiplier = Total Base Liability Amount</p> <p style="text-align: center;">$\\$295,758 \times 1.2 \times 1.0 \times 1.1 = \\$390,400$</p>
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Step 6 – Economic Benefit

The 2017 Enforcement Policy provides that the economic benefit of noncompliance should be calculated using the United States Environmental Protection Agency's (US EPA) Economic Benefit Model (BEN) penalty and financial modeling program unless it is demonstrated that an alternative method of calculating the economic benefit is more appropriate. For this case, economic benefit was calculated using BEN Model Version 2024.0.0. Using standard economic principles such as the time-value of money and tax deductibility of compliance costs, the BEN Model calculates a discharger's economic benefit derived from delaying or avoiding compliance with environmental statutes. The City gained an economic benefit by avoiding the costs of conducting CCTV inspections and cleaning Mainline SMH B08-51 to SMH B08-32 at a cost of \$3,684.90. Using the BEN Model, the City experienced an economic benefit of approximately \$4,047.62 from avoiding these costs.

Step 7 – Other Factors As Justice May Require

No additional factors were considered in preparing this Penalty Calculation Methodology.

Step 8 – Ability to Pay and Ability to Continue in Business

The City has the ability to pay a penalty of \$390,400. The City's annual budget (including general fund and non-utility budgeted amounts) for fiscal year 2024-2025 is \$768 million, but the Wastewater Division only comprises just over \$59 million of the total budget.

Step 9 – Maximum and Minimum Liability Amounts

The maximum and minimum penalty amounts must be determined for comparison to the proposed liability amount.

Maximum Liability Amount:

Based on CWC section 13385, subdivision (c) the maximum liability is \$10,000 per day of violation and \$10 per gallon of waste discharged over 1,000 gallons. The violation involved 366,600 gallons, of which 84,920 gallons were cleaned up, and lasted 16 days, resulting in a maximum penalty of \$2,966,800.

Minimum Liability Amount:

CWC section 13385, subdivision (c) requires recovery of the economic benefit. The 2017 Enforcement Policy states the minimum liability for a discretionary penalty shall be equal to the economic benefit of noncompliance plus 10%. Using an economic benefit of \$4,047.62, the mandatory liability amount is \$4,452.38.

Step 10 – Final Liability Amount

The Final Liability Amount is the total base liability amount, with any allowed adjustments, provided the amount is within the statutory minimum and maximum amounts. The proposed administrative civil liability is \$390,400.³

³ As explained in Section II, paragraphs 11 and 12 of the Stipulated Order, the administrative civil liability was reduced to \$357,867 under Enforcement Policy, section VI.B. (Settlement Considerations) in consideration of hearing and/or litigation risk.

ATTACHMENT B
SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY ORDER R5-2025-0525
ENHANCED COMPLIANCE ACTION DESCRIPTION

1. **Project Title:** Sewer Lift Station 19 Force Main Condition Assessment
2. **Service Area:** City of Roseville
3. **Name of Responsible Entity:** City of Roseville
4. **Contact Information:**
Tracie Mueller, P.E., Wastewater Utility Manager (trmueller@roseville.ca.us)
1800 Booth Road, Roseville, CA 95747
(916) 746-1812 office (916) 259-6693

Project Goals and Description:

In April 2025, the City of Roseville completed a *Force Mains Condition Assessment Plan* that identifies viable inspection technologies for pressurized sewer pipelines, prioritizes force main inspections based on risk, and provides planning-level force main inspection cost estimates to support proactive asset management. Based on this plan, the force main serving Sewer Lift Station 19 was identified as the City's highest-priority pipeline for condition assessment due to its length (approximately 2,773 linear feet), diameter (8 inches), and age (installed in 1986).

Over the past several years, the City has evaluated methods for assessing the condition of wastewater force mains. This project represents the City's first implementation of a non-destructive, in-line condition assessment on a force main and is intended to reduce the risk of pipeline failure and associated sanitary spills.

The primary goals of the Sewer Lift Station 19 Force Main Condition Assessment Project are to:

- a. Prevent spills by identifying potential defects or vulnerabilities in a high-priority, previously uninspected force main;
- b. Develop internal procedures and technical knowledge to support the City's long-term force main assessment and maintenance program; and
- c. Enhance system reliability and hydraulic performance through data-informed inspection and targeted maintenance.

Estimated Cost of Project Completion:

5. The anticipated cost of the Sewer Lift Station 19 Force Main Condition Assessment Project is \$406,790, which includes \$178,933 of suspended liability.

The table below includes a summary of the estimated project costs prior to vendor and equipment procurement.

Proposed Improvements as Itemized Expenses:

Description	Units	Quantity	Unit Cost	Line Total
<i>Project Management</i>	HR	80	\$280	\$22,400
<i>Lift Station 19 North Cirby 8-inch diameter Force Main Inspection and Improvements</i>				
Inline Non-Destructive Inspection (by Vendor)	LF	2,773	\$90	\$249,570
Pig launcher installation (by City staff)	LS	1	\$38,000	\$38,000
Bypass pumping (by City staff)	LS	1	\$25,000	\$25,000
<i>Inspection Data Analysis & Recommendations</i>	LS	1	\$25,000	\$25,000
Subtotal				\$369,970
Contingency (10%)				\$37,000
Total Estimated Project Cost				\$406,790

6. **Water body, beneficial use and/or pollutant address:** If successful, the Sewer Lift Station 19 Force Main Condition Assessment will reduce the risk of spills, thereby protecting downstream drainage courses and water bodies such as Strap Ravine and Linda Creek.
7. **Project Task, Schedule and Milestones:** The Sewer Lift Station 19 Force Main Condition Assessment Project will include the following milestones, measured from the date the Central Valley Regional Water Quality Control Board or its delegee signs this Stipulated Order (Effective Date).
 - a. **Project Management:** The City will prepare procurement documents, prepare services agreement and purchase orders, and obtain City Council approval and budget appropriation for the project within 6 months of the Effective Date. City staff will continue to manage the project through its completion and within 16 months of the Effective Date.
 - b. **Materials Delivery:** The materials delivery is estimated to take approximately 3 months following the receipt of the purchase order under

the section 8(a) above and receipt site information requested by the vendor.

- c. **Installation and Inspection:** The City will install the pig launcher and other piping improvements necessary to accommodate bypass pumping. During the dry season and within 12 months of the Effective Date, the vendor will mobilize to perform pipeline cleaning and to conduct a condition assessment (inspection) of the force main. The inspection is expected to occur shortly after the bypass improvements are installed and will generate the condition data used for the data analysis and recommendations outlined in the following task.
- d. **Data Analysis, Recommendations and Project Close-out:** Following completion of the inspection, the vendor with possible help from a consultant will analyze the data and develop recommendations for any necessary improvements or further investigations. This phase, including project close-out, is expected to take 4 months and be completed within 16 months of the Effective Date.

Project Deliverables:

The City is responsible for all deliverables described below. Due dates are measured from the Effective Date.

- e. **Project Progress Report:** The City will submit quarterly progress reports summarizing activities it has completed, upcoming activities and project budget status.
Due Date: From the Effective Date, every 30 April, 31 July, 31 October, and 31 January until project completion.
- f. **Final Report:** The City shall provide a final report documenting completion of the Sewer Lift Station 19 Force Main Condition Assessment Project. The final report will document that the ECA project has been completed, goals achieved, and a post project accounting of all expenditures. The accounting will clearly show whether the final cost of the ECA project is less than, equal to, or more than the suspended liability amount.
Due Date: Within 16 months of the Effective Date.