

COLORADO RIVER BASIN REGIONAL WATER QUALITY CONTROL BOARD

In the Matter of:

Imperial Irrigation District

ORDER R7-2021-0006 (Proposed)

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER; ORDER (PROPOSED)**

Section I. Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, Colorado River Basin Region Prosecution Team (Prosecution Team) and Imperial Irrigation District (IID) (collectively, Parties) and is presented to the California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board) for adoption as an order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60.

Section II. Recitals

1. IID owns and operates the El Centro Generating Station, a gas and oil-fired power plant, located at 485 East Villa Road in El Centro. The El Centro Generating Station discharges industrial wastewater from an authorized discharge point and into Central Drain No. 5, a water of the United States and tributary to the Alamo River. From June 18, 2009, to the effective date of this Stipulated Order, the El Centro Generating Station was or is subject to the following requirements issued by the Regional Water Board:

Regulatory Measure	Order Number	Effective Dates
Waste Discharge Requirements (NPDES Permit CA0104248)	R7-2009-0020	06/18/2009-06/30/2014
Cease and Desist Order	R7-2011-0044	09/15/2011-05/30/2013
Waste Discharge Requirements (NPDES Permit CA0104248)	R7-2014-0005	07/01/2014-03/31/2020
Waste Discharge Requirements (NPDES Permit CA0104248)	R7-2020-0006	04/01/2020-03/31/2025

2. During the respective effective dates listed above, Waste Discharge Requirements (WDR) Orders R7-2009-0020, R7-2014-0005, and R7-2020-0006 (NPDES Permit CA0104248) established, among other things, final effluent limitations for discharges from the authorized discharge point at the El Centro Generating Station.
3. From September 15, 2011, to May 30, 2013, Cease and Desist Order (CDO) R7-2011-0044, issued pursuant to Water Code section 13301, established interim effluent limitations for cyanide, copper, and selenium for discharges from the authorized discharge point at the El Centro Generating Station.
4. IID also owns and operates the Grass Carp Hatchery located at 485 East Villa Avenue in El Centro, Imperial County, where grass carp are raised to control aquatic vegetation in IID's irrigation canal and reservoir system. The Grass Carp Hatchery treats fishponds and process water from the hatchery operations. The Grass Carp Hatchery discharges wastewater from two authorized discharge points into Central Main Drain No. 5. From April 1, 2016, to the effective date of this Stipulated Order, the Grass Carp Hatchery has been subject to WDR Order R7-2016-0003 (NPDES Permit CA7000004), which contains final effluent limitations for discharges from the facility's authorized discharge points.
5. Pursuant to Water Code section 13385, subdivision (h), the Regional Water Board shall assess a \$3,000 mandatory minimum penalty (MMP) for each serious violation. A "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable WDR for a Group II pollutant by 20 percent or more or for a Group I pollutant by 40 percent or more.
6. Pursuant to Water Code section 13385, subdivision (i), the Regional Water Board shall assess a \$3,000 MMP for each non-serious violation whenever a person violates, among other things, a WDR effluent limitation four or more times in a period of six consecutive months (180 days), except that the requirement to assess the MMP shall not be applicable to the first three violations.
7. Pursuant to Water Code section 13385, subdivision (j)(3), compliance with interim effluent limitations set forth in a CDO issued pursuant to Water Code section 13301 exempts a person from MMPs under Water Code section 13385, subdivisions (h) and (i) for violations of final effluent limitations.
8. IID's compliance with interim effluent limitations for cyanide, copper, and selenium set forth in CDO R7-2011-0044 during the CDO effective dates described above exempts IID from MMPs for violations of the applicable final effluent limitations contained in WDR Order R7-2009-0020.

9. From January 31, 2012, to September 30, 2019, IID reported 228 violations of effluent limitations contained in WDR Orders R7-2009-0020 and R7-2014-0005 for the El Centro Generating Station. Of the 228 effluent limitation violations, 73 violations are exempt based on compliance with CDO interim effluent limitations, 3 violations do not require assessment of MMPs under Water Code section 13385, subdivision (i), and 155 violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in Attachment A, which is incorporated herein by reference. The MMP amount for the effluent limitation violations at the El Centro Generating Station is \$465,000 (155 [149 serious violations + 6 non-serious violations] x \$3,000).
10. From March 31, 2017, to August 31, 2019, IID reported 30 violations of effluent limitations contained in WDR Orders R7-2010-0023 and R7-2016-0003 for the Grass Carp Hatchery. Of the 30 violations, 2 violations do not require assessment of MMPs under Water Code section 13385, subdivision (i), 28 violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as identified in Attachment B, which is incorporated herein by reference. The MMP amount for the effluent limitation violations at the Grass Carp Hatchery is \$84,000 (28 [20 serious violations + 8 non-serious violations] x \$3,000).
11. To resolve the alleged violations by consent and without further administrative or civil proceedings, the Parties agree to the imposition of an administrative civil liability against IID in the amount of **five hundred and forty-nine thousand dollars (\$549,000)**.
12. The Prosecution Team has determined that the resolution of the alleged violations is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the violations except as provided in this Stipulated Order, and that this Stipulated Order is in the public's best interest.

Section III. Stipulations

The Parties stipulate to the following:

1. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulated Order.
2. **Administrative Civil Liability:** IID hereby agrees to the imposition of an administrative civil liability totaling **five hundred and forty-nine thousand dollars (\$549,000)** to resolve the alleged violations set forth in Section II, paragraphs 9 and 10. In accordance with the State Water Resources Control Board's Policy on Supplement Environmental Projects (SEP Policy) (May 2018), the Parties agree that **five hundred and forty-nine thousand dollars (\$549,000)** (SEP Amount) will be

suspended pending IID's funding and completion of a supplemental environmental project (SEP) in accordance with Section III, paragraph 3 below and the attached SEP Proposal Form (Attachment C), which is incorporated herein by reference. If the suspended liability amount becomes due and payable pursuant to Section III, paragraphs 3.h or 3.i, the assessed amount shall be submitted by check no later than 30 days after the Notice of Violation's issuance date. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Stipulated Order and mailed to:

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

IID shall email a copy of the check to the Office of Enforcement (paul.cicarelli@waterboards.ca.gov), and Regional Water Board (kai.dunn@waterboards.ca.gov).

3. **Supplemental Environmental Project:** IID proposes to fund and implement a third party-performed SEP, Imperial County Point of Entry Pilot Project – Phase II (the SEP), proposed by the Imperial County Public Health Department, Division of Environmental Health (DEH), as set forth in Attachment C. The SEP will provide for the construction and maintenance of at least 25 point of entry (POE) water treatment systems for rural households in remote areas that obtain their residential water supply from an IID irrigation canal that delivers raw and untreated Colorado River water. The SEP furthers the Regional Water Board's SEP priorities because the project benefits a community with a financial hardship (Financial Hardship Community), an environmental justice community (EJ Community), and a disadvantaged community (DAC). The complete SEP Description, Scope of Work, SEP Reporting Schedule, SEP implementation schedule (SEP Project Schedule), Milestones, and Budget are contained in Attachment C, which is incorporated herein by reference.
 - a. **Compliance with the SEP Policy:** The SEP Amount and the SEP Project Schedule comply with the SEP Policy for the following reasons:
 - i. **SEP Amount:** Generally, the SEP Policy limits the value of a SEP to 50 percent of the total administrative civil liability (50 percent limit). SEP Policy section VIII, however, provides an exception that allows the Director of the Office of Enforcement (OE Director) to approve a proposed settlement to fund a SEP up to 100 percent of the total administrative civil liability when a SEP is located in or benefits a DAC, EJ Community, or Financial Hardship Community, or where a SEP substantially furthers the human right to water. The exception applies to both discretionary enforcement actions and MMPs

under Water Code section 13385, subdivisions (h) and (i). As shown in Attachment C, the SEP proposed by IID is located in or benefits one or more DACs, EJ Communities, Financial Hardship Communities, and substantially furthers the human right to water. On May 24, 2021, the Prosecution Team sent an e-mail to the OE Director and provided written notification that the SEP proposed by IID exceeds the 50 percent limit (SEP Notification), as required by the OE Director's April 30, 2021 memorandum (SEP Memo), which establishes a blanket approval to exceed the 50 percent limit for SEPs located in or benefitting a DAC, an EJ Community, or a Financial Hardship Community, or where the SEP substantially furthers the human right to water. The OE Director received the SEP Notification and did not respond within 10 days to notify the Prosecution Team that the blanket approval does not apply. In accordance with the SEP Memo, the blanket approval applies and 100 percent of the total administrative civil liability may be spent on the SEP.

- ii. **SEP Project Schedule:** Pursuant to SEP Policy section VIII, the OE Director may approve a project implementation schedule memorialized in a stipulated order allowing for a SEP to be completed within 48 months based on a finding that a SEP provides an exceptional environmental benefit. The SEP Notification also requested the OE Director's approval of the SEP's 48-month project implementation schedule based on a finding that the SEP provides an exceptional environmental benefit. On July 9, 2021, the OE Director approved the 48-month project implementation schedule through issuance of the *Director of the Office of Enforcement's Findings of Exceptional Environmental Benefit for Imperial Irrigation District's Proposed Supplemental Environmental Project with a 48-month Project Schedule*¹, based on the following findings: the SEP substantially complies with the SEP Policy; the SEP furthers the human right to water and/or sanitation in a community and benefits public health; the SEP is consistent with and furthers the Regional Water Board's policies and objectives for SEPs; and a majority of the SEP funds will be spent on the SEP within 23 months of the Stipulated Order's effective date.
- b. **SEP Completion Date:** IID Agrees that it bears ultimate responsibility for completing the SEP in accordance with the SEP Project Schedule as set forth in Table 2 of Attachment C, including expenditure of the full SEP Amount no later than 48 months after this Stipulated Order's effective date (SEP Completion Date).
- c. **Time Extension for SEP:** The Regional Water Board's Executive Officer (Executive Officer) may extend the deadlines set forth in the SEP Project Schedule in Table 2 of Attachment C for good cause if IID demonstrates delays

¹ A copy of the OE Director's July 9, 2021 findings of exceptional environmental benefit is available upon request.

from unforeseeable circumstances, provided that IID and DEH continue to undertake all appropriate measures to meet the deadlines. Should an extension be needed, IID must notify the Executive Officer in writing at least 30 days prior to the deadline. The written notice must specifically refer to this Paragraph and 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 IID and/or DEH 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. Any approval of an extension request by the Executive Officer will be sent to IID in writing with the effect of revising this Stipulated Order.

- d. **SEP Oversight Costs:** IID is responsible for any Regional Water Board or State Water Resources Control Board (State Water Board) charged oversight costs, which are not included in the SEP Amount.
- e. **SEP Reporting Requirements:** IID must submit the following reports on SEP implementation to the designated Regional Water Board contact identified in Section III, paragraph 7 below:
 - i. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the SEP Reporting Schedule in Table 1 of Attachment C. At a minimum, the Quarterly Reports must include an explanation and photos of the activities completed during the reporting period, an accounting of funds expended, and the proposed work for the following quarter. The Quarterly Reports must also include any POE monitoring data collected during the reporting period. If DEH is not in compliance with the SEP Project Schedule in Table 2 of Attachment C, then the Quarterly Reports must explain the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order.
 - ii. **Certification of SEP Completion:** No later than 49 months after this Stipulated Order's effective date, IID must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following: (a) DEH's receipt of IID's payment of the SEP Amount to fund the SEP, (b) DEH's expenditures made during the SEP completion period, (c) DEH followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and federal Clean Water Act, and (d) DEH's completion of the SEP in accordance with the terms of this Stipulated Order.

The expenditures may include external payments to outside vendors, but may not include the normal, routine work undertaken by DEH's staff. Routine work does not include DEH or IID staff work undertaken to complete the SEP,

- including the work and associated costs to complete and submit the Quarterly Reports and Certification of SEP Completion. In making such certification, the signatories may rely on normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. IID must provide the designated Regional Water Board contact with any additional information reasonably necessary to verify IID's payment of the SEP Amount and to verify DEH's SEP expenditures and SEP completion.
- f. **Third Party Audit:** If the designated Regional Water Board contact obtains information reasonably indicating that IID and/or DEH has not expended money in the amounts claimed in SEP Quarterly Reports and/or the Certification of SEP Completion, or that DEH has not completed the SEP, the designated Regional Water Board contact may require an audit, and IID must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the designated Regional Water Board contact, stating that in its professional opinion, IID and/or DEH has or has not expended money in the amounts claimed in Quarterly Reports and/or the Certification of SEP Completion submitted in accordance with the SEP Reporting Schedule in Table 1 of Attachment C. In the event of such an audit, IID and DEH agree that the third-party auditor will be provided access to all documents pertinent to SEP implementation and completion that the auditor requests. The audit must be provided to the designated Regional Water Board contact within three months of the date on which the designated Regional Water Board contact requires the audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
- g. **Regional Water Board Acceptance of Completed SEP:** Upon IID's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the designated Regional Water Board contact will request the Executive Officer to issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of IID under this Stipulated Order and permanently suspends and dismisses the SEP Amount.
- h. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEP:** If IID is unable to demonstrate to the reasonable satisfaction of the designated Regional Water Board contact that the entire SEP Amount was spent on the completed SEP, IID must pay the difference between the SEP Amount and the amount that IID can demonstrate was actually spent on the SEP (the Difference) as an administrative civil liability. The designated Regional Water Board contact shall evaluate whether the entire SEP Amount was spent on the completed SEP using the Quarterly Reports and/or Certification of SEP

Completion submitted by IID and/or DEH in accordance with the SEP Reporting Schedule in Table 1 of Attachment C, and the results of any audit process required by the designated Regional Water Board contact in accordance with Section III, paragraph 3.f. The designated Regional Water Board contact will request the Executive Officer to issue a Notice of Violation (NOV) that will require IID to pay the Difference to the "State Water Pollution Cleanup and Abatement Account" within 30 days of the NOV's issuance date. IID must submit payment consistent with the payment method described in Section III, paragraph 2. Payment of the Difference will satisfy IID's remaining obligations to implement the SEP and fully resolve any liability addressed herein.

- i. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date and the Executive Officer has not granted an extension pursuant to Section III, paragraph 3.c, the designated Regional Water Board contact will issue an NOV in accordance with the procedures set forth in Section III, paragraph 3.h. As a consequence, IID will be liable to pay the entire SEP Amount, less any amount permanently suspended or excused based on the timely and successful completion of any interim project milestone with an identifiable and stand-alone environmental benefit. For the purposes of this Stipulated Order, the following shall be considered an interim project milestone with an identifiable and stand-alone environmental benefit: (1) each POE system that is timely and successfully installed and maintained for two (2) years in accordance with Attachment C; and (2) the development of resources for POE recipient use after the SEP-designated two (2) year maintenance period. Unless the Regional Water Board or its delegate determines otherwise, IID will not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the NOV's issuance date. The amount of the suspended liability owed must be determined via a written, stipulated agreement between the Parties or, if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the Regional Water Board or its delegate. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability assessed, IID must pay the amount owed to the "State Water Pollution Cleanup and Abatement Account." IID must submit payment consistent with the payment method described in Section III, paragraph 2. Payment of the assessed amount will satisfy IID's obligations to implement the SEP and fully resolve any liability addressed herein.
- j. **SEP Inspections:** IID and DEH agree that Regional Water Board staff has permission to inspect the SEP, including the locations where the SEP is being implemented, after obtaining permission from the owner(s) of the residence(s) at which the POE device(s) covered by the SEP is(are) installed, and any documents associated with SEP implementation.

- k. **Publicity Associated with the SEP:** Whenever IID, or its agents or subcontractors (i.e., DEH), publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against IID. This obligation does not extend nor apply to other phases of the Point of Entry Pilot Project.
4. **Regional Water Board Not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to person or property resulting from acts or omissions by IID, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by IID, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.
5. **Covenant Not to Sue:** IID covenants not to sue or pursue any administrative or civil claim(s) against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEP.
6. **Compliance with Applicable Laws and Regulatory Changes:** IID understands that payment of an administrative civil liability in accordance 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 IID from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
7. **Party Contacts for Communication Related to the Stipulated Order:**

For the Regional Water Board:

Kai Dunn, Ph.D., P.E.
Colorado River Basin Regional Water
Quality Control Board
Senior Water Resources Control Engineer
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
Email: Kai.Dunn@waterboards.ca.gov
Tel.: (760) 776-8986

For the Discharger:

Stephen L. Charlton
Imperial Irrigation District
Senior Program Manager
333 E. Barioni Boulevard
Imperial, CA 92251
Email: SLCharlton@IID.com
Tel.: 760-339-9143

Joanna Smith-Hoff
Imperial Irrigation District
Deputy General Counsel
333 E. Barioni Boulevard
Imperial, CA 92251
Email: JSHoff@IID.com
Tel.: 760-339-9530

With Copy to:

Nicole E. Granquist
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814
Email: NGranquist@downeybrand.com
Tel.: 916.520.5369

8. **Attorneys' Fees and Costs:** Except as otherwise provided herein, each Party agrees to bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
9. **Matters addressed by this Stipulation:** Upon the Regional Water Board's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violations as of the effective date of this Stipulated Order. The provisions of this Paragraph are expressly conditioned on satisfaction of the obligations to implement the SEP in accordance with the terms of this Stipulated Order or payment of any amount of administrative civil liability set forth in an NOV issued in accordance with Section III, paragraph 3.h or 3.i.
10. **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 Regional Water Board. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board

for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

11. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board, or its delegate, have the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board requires a public hearing prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to review or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
12. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or the Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or the Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. If IID fails to comply with this Stipulated Order, the Regional Water Board or its delegate may refer the matter to the State Attorney General to enforce the terms of this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Stipulated Order.
13. **Effect of this Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order precludes the Regional Water Board or any state agency, department, board, entity, or local agency from exercising its authority under any law, statute, or regulation.
14. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
15. **Modification:** The Parties must not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
16. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board, or its delegate, under the terms of this Stipulated Order must be

communicated to IID in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve IID of its obligation to obtain any final written approval this Stipulated Order requires.

17. **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.
18. **If this Stipulated Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because the Regional Water Board does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying violation(s), unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to the following:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these proceedings.
24. **Waiver of Hearing:** IID has been informed of the rights Water Code section 13323, subdivision (b) provides and hereby waives its right to a hearing before the Regional Water Board prior to adoption of this Stipulated Order. However, if this Stipulated Order is not adopted and the matter proceeds to a hearing before the Regional Water Board, IID does not waive its right to an adjudicatory hearing before any order other than this Stipulated Order is imposed.
25. **Waiver of Right to Petition or Appeal:** Except in the instance where this Stipulated Order is not adopted by the Regional Water Board, IID hereby waives its right to petition the Regional Water Board's adoption of this Stipulated Order for review by

the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or California appellate-level court.

26. **No Admission of Liability:** In settling this matter, IID does not admit to any of the allegations stated herein, or that it has been or is in violation of the Water Code, or any other federal, State, or local law or ordinance, with the understanding that in the event of any future enforcement actions by the Regional Water Board, the State Water Board, or any Regional Water Quality Control Board, this Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code sections 13327 and 13385, subdivision (e), and the State Water Board's Enforcement Policy.
27. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf the Stipulated Order is executed.
28. **No Third-Party Beneficiaries:** Except in relation to the SEP, this Stipulated Order is not intended to confer any rights or obligations on any third party or parties. No third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
29. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
30. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board enters the Order incorporating the terms of this Stipulated Order.
31. **Counterpart Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

Stipulated Administrative Civil Liability Order R7-2021-0006
Imperial Irrigation District

IT IS SO STIPULATED.

**California Regional Water Quality Control Board, Colorado River Basin
Prosecution Team**

By: *Original Signed By*

Date: 7/22/2021

Cassandra Owens, Assistant Executive Officer

Imperial Irrigation District

By: *Original Signed By*

Date: 7/22/2021

Joanna Smith Hoff, Deputy General Counsel

ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates Sections I through III as if set forth fully herein.
2. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321, subdivision (a)(2). Additionally, this Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
3. The Regional Water Board's Executive Officer is hereby authorized to refer this matter directly to the Attorney General for enforcement if IID fails to perform any of its obligations under this Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60.

I, Paula Rasmussen, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region.

PAULA RASMUSSEN
Executive Officer

Date:

ATTACHMENT A

MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY
 Imperial Irrigation District (IID)
 IID El Centro Generating Station
 WDID No. 7A130128003 NPDES No. CA0104248

ATTACHMENT A*Effluent Limitation Violations Requiring Mandatory Minimum Penalties*

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	Penalty
1	920334	01/31/2012	Copper, Total	Group 2	Monthly Average	22	46.7	ug/L	N/A	08/04/2011	Exempt (E)	\$ 0
2	920333	01/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.21	lb/day	N/A	08/04/2011	E	\$ 0
3	921023	02/02/2012	Copper, Total	Group 2	Daily Maximum	52	234	ug/L	N/A	08/06/2011	E	\$ 0
4	921025	02/02/2012	Copper, Total	Group 2	Daily Maximum	0.43	0.45	lb/day	N/A	08/06/2011	E	\$ 0
5	921024	02/29/2012	Copper, Total	Group 2	Monthly Average	0.18	0.45	lb/day	N/A	09/02/2011	E	\$ 0
6	921022	02/29/2012	Copper, Total	Group 2	Monthly Average	22	234	ug/L	N/A	09/02/2011	E	\$ 0
7	924337	03/06/2012	Copper, Total	Group 2	Daily Maximum	0.43	0.48	lb/day	N/A	09/08/2011	E	\$ 0
8	924339	03/06/2012	Copper, Total	Group 2	Daily Maximum	52	154	ug/L	N/A	09/08/2011	E	\$ 0
9	924340	03/31/2012	Copper, Total	Group 2	Monthly Average	22	154	ug/L	N/A	10/03/2011	E	\$ 0
10	924338	03/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.48	lb/day	N/A	10/03/2011	E	\$ 0
11	925817	04/03/2012	Copper, Total	Group 2	Daily Maximum	52	112	ug/L	N/A	10/06/2011	E	\$ 0
12	925820	04/03/2012	Cyanide, Free Available	Group 2	Daily Maximum	8.5	20	ug/L	N/A	10/06/2011	E	\$ 0
13	925821	04/30/2012	Cyanide, Free Available	Group 2	Monthly Average	4.3	20	ug/L	N/A	11/02/2011	E	\$ 0
14	925816	04/30/2012	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.05	lb/day	N/A	11/02/2011	E	\$ 0
15	925818	04/30/2012	Copper, Total	Group 2	Monthly Average	0.18	0.29	lb/day	N/A	11/02/2011	E	\$ 0
16	925819	04/30/2012	Copper, Total	Group 2	Monthly Average	22	112	ug/L	N/A	11/02/2011	E	\$ 0
17	928426	05/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.6	lb/day	N/A	12/03/2011	E	\$ 0
18	930804	06/06/2012	Copper, Total	Group 2	Daily Maximum	52	135	ug/L	N/A	12/09/2011	E	\$ 0
19	930806	06/06/2012	Copper, Total	Group 2	Daily Maximum	0.43	0.46	lb/day	N/A	12/09/2011	E	\$ 0
20	930805	06/30/2012	Copper, Total	Group 2	Monthly Average	0.18	0.46	lb/day	N/A	01/02/2012	E	\$ 0
21	930803	06/30/2012	Copper, Total	Group 2	Monthly Average	22	135	ug/L	N/A	01/02/2012	E	\$ 0
22	935212	07/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.19	lb/day	N/A	02/02/2012	E	\$ 0
23	935211	07/31/2012	Copper, Total	Group 2	Monthly Average	22	47.7	ug/L	N/A	02/02/2012	E	\$ 0
24	937179	08/02/2012	Copper, Total	Group 2	Daily Maximum	52	120	ug/L	N/A	02/04/2012	E	\$ 0
25	937182	08/02/2012	Copper, Total	Group 2	Daily Maximum	0.43	0.48	lb/day	N/A	02/04/2012	E	\$ 0
26	937181	08/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.48	lb/day	N/A	03/04/2012	E	\$ 0
27	937180	08/31/2012	Copper, Total	Group 2	Monthly Average	22	120	ug/L	N/A	03/04/2012	E	\$ 0
28	940065	09/06/2012	Copper, Total	Group 2	Daily Maximum	52	64	ug/L	N/A	03/10/2012	E	\$ 0
29	940064	09/30/2012	Copper, Total	Group 2	Monthly Average	22	64	ug/L	N/A	04/03/2012	E	\$ 0
30	939907	10/03/2012	Cyanide, Free Available	Group 2	Daily Maximum	8.5	28	ug/L	N/A	04/06/2012	E	\$ 0
31	939904	10/03/2012	Copper, Total	Group 2	Daily Maximum	52	84.9	ug/L	N/A	04/06/2012	E	\$ 0
32	939908	10/03/2012	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.15	lb/day	N/A	04/06/2012	E	\$ 0

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33	939909	10/03/2012	Copper, Total	Group 2	Daily Maximum	0.43	0.46	lb/day	N/A	04/06/2012	E	\$ 0
34	939910	10/31/2012	Cyanide, Free Available	Group 2	Monthly Average	4.3	28	ug/L	N/A	05/04/2012	E	\$ 0
35	939911	10/31/2012	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.15	lb/day	N/A	05/04/2012	E	\$ 0
36	939905	10/31/2012	Copper, Total	Group 2	Monthly Average	22	84.9	ug/L	N/A	05/04/2012	E	\$ 0
37	939906	10/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.46	lb/day	N/A	05/04/2012	E	\$ 0
38	940950	11/06/2012	Copper, Total	Group 2	Daily Maximum	52	88.8	ug/L	N/A	05/10/2012	E	\$ 0
39	940952	11/06/2012	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.1	lb/day	N/A	05/10/2012	E	\$ 0
40	940951	11/06/2012	Cyanide, Free Available	Group 2	Daily Maximum	8.5	49	ug/L	N/A	05/10/2012	E	\$ 0
41	940953	11/30/2012	Copper, Total	Group 2	Monthly Average	22	88.8	ug/L	N/A	06/03/2012	E	\$ 0
42	940947	11/30/2012	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.1	lb/day	N/A	06/03/2012	E	\$ 0
43	940949	11/30/2012	Cyanide, Free Available	Group 2	Monthly Average	4.3	49	ug/L	N/A	06/03/2012	E	\$ 0
44	940948	11/30/2012	Copper, Total	Group 2	Monthly Average	0.18	0.19	lb/day	N/A	06/03/2012	E	\$ 0
45	942617	12/31/2012	Cyanide, Free Available	Group 2	Monthly Average	4.3	19	ug/L	N/A	07/04/2012	E	\$ 0
46	942616	12/31/2012	Copper, Total	Group 2	Daily Maximum	22	122	ug/L	N/A	07/04/2012	E	\$ 0
47	942620	12/31/2012	Copper, Total	Group 2	Monthly Average	0.18	0.24	lb/day	N/A	07/04/2012	E	\$ 0
48	944272	01/08/2013	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.18	lb/day	N/A	07/12/2012	E	\$ 0
49	944274	01/08/2013	Copper, Total	Group 2	Daily Maximum	52	85.9	ug/L	N/A	07/12/2012	E	\$ 0
50	944277	01/08/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	61	ug/L	N/A	07/12/2012	E	\$ 0
51	944275	01/31/2013	Copper, Total	Group 2	Monthly Average	0.18	0.25	lb/day	N/A	08/04/2012	E	\$ 0
52	944271	01/31/2013	Copper, Total	Group 2	Monthly Average	22	85.9	ug/L	N/A	08/04/2012	E	\$ 0
53	944276	01/31/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	61	ug/L	N/A	08/04/2012	E	\$ 0
54	944273	01/31/2013	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.18	lb/day	N/A	08/04/2012	E	\$ 0
55	945724	02/06/2013	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.08	lb/day	N/A	08/10/2012	E	\$ 0
56	945728	02/06/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	36	ug/L	N/A	08/10/2012	E	\$ 0
57	945726	02/06/2013	Copper, Total	Group 2	Daily Maximum	52	108	ug/L	N/A	08/10/2012	E	\$ 0
58	945725	02/28/2013	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.08	lb/day	N/A	09/01/2012	E	\$ 0
59	945727	02/28/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	36	ug/L	N/A	09/01/2012	E	\$ 0
60	945722	02/28/2013	Copper, Total	Group 2	Monthly Average	22	108	ug/L	N/A	09/01/2012	E	\$ 0
61	945723	02/28/2013	Copper, Total	Group 2	Monthly Average	0.18	0.23	lb/day	N/A	09/01/2012	E	\$ 0
62	946961	03/05/2013	Copper, Total	Group 2	Daily Maximum	52	79.7	ug/L	N/A	09/06/2012	E	\$ 0
63	946963	03/05/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	22	ug/L	N/A	09/06/2012	E	\$ 0
64	946960	03/31/2013	Copper, Total	Group 2	Monthly Average	22	79.7	ug/L	N/A	10/02/2012	E	\$ 0
65	946962	03/31/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	22	ug/L	N/A	10/02/2012	E	\$ 0
66	947964	04/30/2013	Copper, Total	Group 2	Monthly Average	22	23.2	ug/L	N/A	11/01/2012	E	\$ 0
67	950351	05/01/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	28	ug/L	N/A	11/02/2012	E	\$ 0
68	950355	05/01/2013	Copper, Total	Group 2	Daily Maximum	0.43	0.52	lb/day	N/A	11/02/2012	E	\$ 0
69	950354	05/01/2013	Copper, Total	Group 2	Daily Maximum	52	184	ug/L	N/A	11/02/2012	E	\$ 0
70	950356	05/01/2013	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.08	lb/day	N/A	11/02/2012	E	\$ 0
71	950350	05/31/2013	Copper, Total	Group 2	Monthly Average	0.18	0.52	lb/day	189%	12/02/2012	Serious (S)	\$ 3,000
72	950353	05/31/2013	Copper, Total	Group 2	Monthly Average	22	184	ug/L	736%	12/02/2012	S	\$ 3,000

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73	950352	05/31/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	28	ug/L	551%	12/02/2012	S	\$ 3,000
74	950357	05/31/2013	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.08	lb/day	100%	12/02/2012	S	\$ 3,000
75	952264	06/18/2013	Cyanide, Free Available	Group 2	Daily Maximum	0.07	0.14	lb/day	100%	12/20/2012	S	\$ 3,000
76	952266	06/18/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	28	ug/L	229%	12/20/2012	S	\$ 3,000
77	952271	06/18/2013	Copper, Total	Group 2	Daily Maximum	52	124	ug/L	138%	12/20/2012	S	\$ 3,000
78	952267	06/18/2013	Copper, Total	Group 2	Daily Maximum	0.43	0.6	lb/day	40%	12/20/2012	S	\$ 3,000
79	952269	06/30/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	28	ug/L	551%	01/01/2013	S	\$ 3,000
80	952268	06/30/2013	Copper, Total	Group 2	Monthly Average	0.18	0.6	lb/day	233%	01/01/2013	S	\$ 3,000
81	952270	06/30/2013	Copper, Total	Group 2	Monthly Average	22	124	ug/L	464%	01/01/2013	S	\$ 3,000
82	952265	06/30/2013	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.14	lb/day	250%	01/01/2013	S	\$ 3,000
83	954520	07/10/2013	Copper, Total	Group 2	Daily Maximum	52	201	ug/L	287%	01/11/2013	S	\$ 3,000
84	954521	07/10/2013	Cyanide, Free Available	Group 2	Daily Maximum	8.5	15	ug/L	76%	01/11/2013	S	\$ 3,000
85	954515	07/10/2013	Copper, Total	Group 2	Daily Maximum	0.43	0.84	lb/day	95%	01/11/2013	S	\$ 3,000
86	954516	07/31/2013	Cyanide, Free Available	Group 2	Monthly Average	4.3	15	ug/L	249%	02/01/2013	S	\$ 3,000
87	954519	07/31/2013	Copper, Total	Group 2	Monthly Average	22	201	ug/L	814%	02/01/2013	S	\$ 3,000
88	954518	07/31/2013	Copper, Total	Group 2	Monthly Average	0.18	0.84	lb/day	367%	02/01/2013	S	\$ 3,000
89	954517	07/31/2013	Cyanide, Free Available	Group 2	Monthly Average	0.04	0.07	lb/day	75%	02/01/2013	S	\$ 3,000
90	957776	08/07/2013	Copper, Total	Group 2	Daily Maximum	0.43	1.22	lb/day	184%	02/08/2013	S	\$ 3,000
91	957777	08/07/2013	Copper, Total	Group 2	Daily Maximum	52	262	ug/L	404%	02/08/2013	S	\$ 3,000
92	957778	08/31/2013	Copper, Total	Group 2	Monthly Average	0.18	1.22	lb/day	578%	03/04/2013	S	\$ 3,000
93	957779	08/31/2013	Copper, Total	Group 2	Monthly Average	22	262	ug/L	1091%	03/04/2013	S	\$ 3,000
94	957673	09/11/2013	Copper, Total	Group 2	Daily Maximum	52	110	ug/L	112%	03/15/2013	S	\$ 3,000
95	957676	09/11/2013	Copper, Total	Group 2	Daily Maximum	0.43	0.53	lb/day	23%	03/15/2013	S	\$ 3,000
96	957674	09/30/2013	Copper, Total	Group 2	Monthly Average	22	110	ug/L	400%	04/03/2013	S	\$ 3,000
97	957675	09/30/2013	Copper, Total	Group 2	Monthly Average	0.18	0.53	lb/day	194%	04/03/2013	S	\$ 3,000
98	958729	10/08/2013	Copper, Total	Group 2	Daily Maximum	52	251	ug/L	383%	04/11/2013	S	\$ 3,000
99	958730	10/08/2013	Copper, Total	Group 2	Daily Maximum	0.43	0.69	lb/day	60%	04/11/2013	S	\$ 3,000
100	958731	10/31/2013	Copper, Total	Group 2	Monthly Average	0.18	0.69	lb/day	283%	05/04/2013	S	\$ 3,000
101	958732	10/31/2013	Copper, Total	Group 2	Monthly Average	22	251	ug/L	1041%	05/04/2013	S	\$ 3,000
102	971173	05/20/2014	Copper, Total	Group 2	Daily Maximum	0.43	0.99	lb/day	130%	11/21/2013	S	\$ 3,000
103	971177	05/20/2014	Copper, Total	Group 2	Daily Maximum	52	242	ug/L	365%	11/21/2013	S	\$ 3,000
104	971175	05/31/2014	Cyanide, Free Available	Group 2	Monthly Average	4.3	8.7	ug/L	102%	12/02/2013	S	\$ 3,000
105	971176	05/31/2014	Copper, Total	Group 2	Monthly Average	0.18	0.99	lb/day	450%	12/02/2013	S	\$ 3,000
106	971174	05/31/2014	Copper, Total	Group 2	Monthly Average	22	242	ug/L	1000%	12/02/2013	S	\$ 3,000
107	973213	06/17/2014	Copper, Total	Group 2	Daily Maximum	0.43	0.69	lb/day	60%	12/19/2013	S	\$ 3,000
108	973214	06/17/2014	Copper, Total	Group 2	Daily Maximum	52	148	ug/L	185%	12/19/2013	S	\$ 3,000
109	973215	06/30/2014	Copper, Total	Group 2	Monthly Average	22	148	ug/L	573%	01/01/2014	S	\$ 3,000
110	973212	06/30/2014	Copper, Total	Group 2	Monthly Average	0.18	0.69	lb/day	283%	01/01/2014	S	\$ 3,000
111	975490	07/15/2014	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	0.1	0.16	lb/day	60%	01/16/2014	S	\$ 3,000
112	975484	07/15/2014	Copper, Total	Group 2	Daily Maximum	0.32	1.14	lb/day	256%	01/16/2014	S	\$ 3,000

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113	975482	07/15/2014	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	12	44	ug/L	267%	01/16/2014	S	\$ 3,000
114	975485	07/15/2014	Copper, Total	Group 2	Daily Maximum	39	319	ug/L	718%	01/16/2014	S	\$ 3,000
115	975486	07/31/2014	Bis (2-Ethylhexyl)	Group 2	Monthly Average	5.9	44	ug/L	646%	02/01/2014	S	\$ 3,000
116	975489	07/31/2014	Copper, Total	Group 2	Monthly Average	20	319	ug/L	1495%	02/01/2014	S	\$ 3,000
117	975483	07/31/2014	Copper, Total	Group 2	Monthly Average	0.17	1.14	lb/day	571%	02/01/2014	S	\$ 3,000
118	975487	07/31/2014	Bis (2-Ethylhexyl)	Group 2	Monthly Average	0.049	0.16	lb/day	227%	02/01/2014	S	\$ 3,000
119	975488	07/31/2014	Zinc, Total Recoverable	Group 2	Monthly Average	151	291	ug/L	93%	02/01/2014	S	\$ 3,000
120	976809	08/19/2014	Copper, Total	Group 2	Daily Maximum	0.32	0.91	lb/day	184%	02/20/2014	S	\$ 3,000
121	976806	08/19/2014	Copper, Total	Group 2	Daily Maximum	39	184	ug/L	372%	02/20/2014	S	\$ 3,000
122	976807	08/31/2014	Copper, Total	Group 2	Monthly Average	20	184	ug/L	820%	03/04/2014	S	\$ 3,000
123	976805	08/31/2014	Cyanide, Free Available	Group 2	Monthly Average	3.1	4.2	ug/L	35%	03/04/2014	S	\$ 3,000
124	976808	08/31/2014	Copper, Total	Group 2	Monthly Average	0.17	0.91	lb/day	435%	03/04/2014	S	\$ 3,000
125	978810	09/23/2014	Copper, Total	Group 2	Daily Maximum	39	182	ug/L	367%	03/27/2014	S	\$ 3,000
126	978812	09/23/2014	Copper, Total	Group 2	Daily Maximum	0.32	0.8	lb/day	150%	03/27/2014	S	\$ 3,000
127	978811	09/30/2014	Cyanide, Free Available	Group 2	Monthly Average	3.1	3.2	lb/day	3%	04/03/2014	Chronic (C)	\$ 3,000
128	978809	09/30/2014	Copper, Total	Group 2	Monthly Average	0.17	0.8	lb/day	371%	04/03/2014	S	\$ 3,000
129	978813	09/30/2014	Copper, Total	Group 2	Monthly Average	20	182	ug/L	810%	04/03/2014	S	\$ 3,000
130	980315	10/14/2014	Copper, Total	Group 2	Daily Maximum	0.32	0.69	lb/day	116%	04/17/2014	S	\$ 3,000
131	980312	10/14/2014	Copper, Total	Group 2	Daily Maximum	39	160	ug/L	310%	04/17/2014	S	\$ 3,000
132	980311	10/31/2014	Copper, Total	Group 2	Monthly Average	20	160	ug/L	700%	05/04/2014	S	\$ 3,000
133	980313	10/31/2014	Copper, Total	Group 2	Monthly Average	0.17	0.69	lb/day	306%	05/04/2014	S	\$ 3,000
134	980314	10/31/2014	Cyanide, Free Available	Group 2	Monthly Average	3.1	4	ug/L	29%	05/04/2014	S	\$ 3,000
135	995188	07/28/2015	Copper, Total	Group 2	Daily Maximum	39	128	ug/L	228%	01/29/2015	S	\$ 3,000
136	995190	07/28/2015	Copper, Total	Group 2	Daily Maximum	0.32	0.61	lb/day	91%	01/29/2015	S	\$ 3,000
137	995187	07/31/2015	Copper, Total	Group 2	Monthly Average	0.17	0.61	lb/day	259%	02/01/2015	S	\$ 3,000
138	995191	07/31/2015	Copper, Total	Group 2	Monthly Average	20	128	ug/L	540%	02/01/2015	S	\$ 3,000
139	997306	08/24/2015	Copper, Total	Group 2	Daily Maximum	0.32	0.66	lb/day	106%	02/25/2015	S	\$ 3,000
140	997305	08/24/2015	Copper, Total	Group 2	Daily Maximum	39	135	ug/L	246%	02/25/2015	S	\$ 3,000
141	997304	08/31/2015	Copper, Total	Group 2	Monthly Average	20	135	ug/L	575%	03/04/2015	S	\$ 3,000
142	997307	08/31/2015	Copper, Total	Group 2	Monthly Average	0.17	0.66	lb/day	288%	03/04/2015	S	\$ 3,000
143	998227	09/15/2015	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	12	12.3	ug/L	3%	03/19/2015	C	\$ 3,000
144	998224	09/15/2015	Copper, Total	Group 2	Daily Maximum	0.32	0.55	lb/day	72%	03/19/2015	S	\$ 3,000
145	998223	09/15/2015	Copper, Total	Group 2	Daily Maximum	39	125	ug/L	221%	03/19/2015	S	\$ 3,000
146	998222	09/30/2015	Copper, Total	Group 2	Monthly Average	0.17	0.55	lb/day	224%	04/03/2015	S	\$ 3,000
147	998225	09/30/2015	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	5.9	12.3	lb/day	108%	04/03/2015	S	\$ 3,000
148	998226	09/30/2015	Copper, Total	Group 2	Monthly Average	20	125	ug/L	525%	04/03/2015	S	\$ 3,000
149	999713	10/28/2015	Zinc, Total	Group 2	Daily Maximum	304	400	ug/L	32%	05/01/2015	S	\$ 3,000
150	999710	10/28/2015	Copper, Total	Group 2	Daily Maximum	39	790	ug/L	1926%	05/01/2015	S	\$ 3,000
151	999709	10/28/2015	Copper, Total	Group 2	Daily Maximum	0.32	2.24	lb/day	600%	05/01/2015	S	\$ 3,000
152	999714	10/31/2015	Copper, Total	Group 2	Monthly Average	0.17	2.24	lb/day	1218%	05/04/2015	S	\$ 3,000

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153	999712	10/31/2015	Copper, Total	Group 2	Monthly Average	20	790	ug/L	3850%	05/04/2015	S	\$ 3,000
154	999711	10/31/2015	Zinc, Total	Group 2	Monthly Average	151	400	ug/L	165%	05/04/2015	S	\$ 3,000
155	1012107	07/12/2016	Copper, Total	Group 2	Daily Maximum	0.32	0.49	lb/day	53%	01/14/2016	S	\$ 3,000
156	1012102	07/12/2016	Copper, Total	Group 2	Daily Maximum	39	140	ug/L	259%	01/14/2016	S	\$ 3,000
157	1012104	07/12/2016	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	12	34.8	ug/L	190%	01/14/2016	S	\$ 3,000
158	1012103	07/31/2016	Copper, Total	Group 2	Monthly Average	0.17	0.49	lb/day	188%	02/02/2016	S	\$ 3,000
159	1012106	07/31/2016	Bis (2-Ethylhexyl)	Group 2	Monthly Average	0.049	0.12	lb/day	145%	02/02/2016	S	\$ 3,000
160	1012109	07/31/2016	Bis (2-Ethylhexyl)	Group 2	Monthly Average	5.9	34.5	ug/L	485%	02/02/2016	S	\$ 3,000
161	1012105	07/31/2016	Copper, Total	Group 2	Monthly Average	20	140	ug/L	600%	02/02/2016	S	\$ 3,000
162	1013354	08/03/2016	Copper, Total	Group 2	Daily Maximum	39	89	ug/L	128%	02/05/2016	S	\$ 3,000
163	1013356	08/03/2016	Copper, Total	Group 2	Daily Maximum	0.32	0.39	lb/day	22%	02/05/2016	S	\$ 3,000
164	1013353	08/31/2016	Copper, Total	Group 2	Monthly Average	20	89	ug/L	345%	03/04/2016	S	\$ 3,000
165	1013355	08/31/2016	Copper, Total	Group 2	Monthly Average	0.17	0.39	lb/day	129%	03/04/2016	S	\$ 3,000
166	1014225	09/07/2016	Copper, Total	Group 2	Daily Maximum	0.32	0.81	lb/day	153%	03/11/2016	S	\$ 3,000
167	1014224	09/07/2016	Copper, Total	Group 2	Daily Maximum	39	171	ug/L	338%	03/11/2016	S	\$ 3,000
168	1014230	09/30/2016	Total Suspended Solids	Group 1	Monthly Average	30	31.6	mg/L	5%	04/03/2016	C	\$ 3,000
169	1014226	09/30/2016	Copper, Total	Group 2	Monthly Average	20	171	ug/L	755%	04/03/2016	S	\$ 3,000
170	1014228	09/30/2016	Cyanide, Free Available	Group 2	Monthly Average	3.1	8	ug/L	158%	04/03/2016	S	\$ 3,000
171	1014229	09/30/2016	Cyanide, Free Available	Group 2	Monthly Average	0.026	0.04	lb/day	54%	04/03/2016	S	\$ 3,000
172	1014227	09/30/2016	Copper, Total	Group 2	Monthly Average	0.17	0.81	lb/day	376%	04/03/2016	S	\$ 3,000
173	1028586	06/05/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	12/07/2016	S	\$ 3,000
174	1028587	06/06/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.06	mg/L	200%	12/08/2016	S	\$ 3,000
175	1028584	06/07/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.33	mg/L	1550%	12/09/2016	S	\$ 3,000
176	1028583	06/15/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.05	mg/L	150%	12/17/2016	S	\$ 3,000
177	1028582	06/19/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.03	mg/L	50%	12/21/2016	S	\$ 3,000
178	1028588	06/20/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	12/22/2016	S	\$ 3,000
179	1028585	06/23/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	12/25/2016	S	\$ 3,000
180	1028589	06/27/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	12/29/2016	S	\$ 3,000
181	1028580	06/30/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.01	0.0567	mg/L	467%	01/01/2017	S	\$ 3,000
182	1028581	06/30/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.083	0.244	lb/day	194%	01/01/2017	S	\$ 3,000
183	1030213	07/05/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.1	mg/L	400%	01/06/2017	S	\$ 3,000
184	1030211	07/06/2017	Copper, Total	Group 2	Daily Maximum	39	76.11	ug/L	95%	01/07/2017	S	\$ 3,000

ATTACHMENT A

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	Penalty
185	1030214	07/06/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.1	mg/L	400%	01/07/2017	S	\$ 3,000
186	1030208	07/20/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.23	mg/L	1050%	01/21/2017	S	\$ 3,000
187	1030216	07/21/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.15	mg/L	650%	01/22/2017	S	\$ 3,000
188	1030210	07/31/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.083	0.4	lb/day	382%	02/01/2017	S	\$ 3,000
189	1030212	07/31/2017	Copper, Total	Group 2	Monthly Average	0.17	0.31	lb/day	82%	02/01/2017	S	\$ 3,000
190	1030209	07/31/2017	Copper, Total	Group 2	Monthly Average	20	76.11	ug/L	281%	02/01/2017	S	\$ 3,000
191	1030215	07/31/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.01	0.09	mg/L	800%	02/01/2017	S	\$ 3,000
192	1031829	08/01/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.1	mg/L	400%	02/02/2017	S	\$ 3,000
193	1031830	08/03/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.15	mg/L	650%	02/04/2017	S	\$ 3,000
194	1031833	08/03/2017	Selenium, Total	Group 2	Daily Maximum	0.068	0.14	lb/day	106%	02/04/2017	S	\$ 3,000
195	1031832	08/03/2017	Selenium, Total	Group 2	Daily Maximum	8.2	48.9	ug/L	496%	02/04/2017	S	\$ 3,000
196	1031828	08/04/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.08	mg/L	300%	02/05/2017	S	\$ 3,000
197	1031825	08/08/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.17	mg/L	750%	02/09/2017	S	\$ 3,000
198	1031823	08/10/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	02/11/2017	S	\$ 3,000
199	1031826	08/14/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	02/15/2017	S	\$ 3,000
200	1031831	08/15/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	02/16/2017	S	\$ 3,000
201	1031827	08/21/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	02/22/2017	S	\$ 3,000
202	1031834	08/28/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.05	mg/L	150%	03/01/2017	S	\$ 3,000
203	1031824	08/31/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.083	0.23	lb/day	177%	03/04/2017	S	\$ 3,000
204	1031837	08/31/2017	Selenium, Total	Group 2	Monthly Average	0.034	0.14	lb/day	312%	03/04/2017	S	\$ 3,000
205	1031836	08/31/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.01	0.06	mg/L	500%	03/04/2017	S	\$ 3,000
206	1031822	08/31/2017	Selenium, Total	Group 2	Monthly Average	4.1	48.9	ug/L	1093%	03/04/2017	S	\$ 3,000
207	1031835	08/31/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.03	mg/L	50%	03/04/2017	S	\$ 3,000
208	1033421	09/07/2017	pH	Other	Instantaneous	6	5.71	SU	N/A	03/11/2017	C	\$ 3,000
209	1033419	09/07/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.16	mg/L	700%	03/11/2017	S	\$ 3,000
210	1033423	09/18/2017	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.06	mg/L	200%	03/22/2017	S	\$ 3,000
211	1033422	09/30/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.083	0.092	lb/day	11%	04/03/2017	C	\$ 3,000
212	1033420	09/30/2017	Chlorine, Total Residual	Group 2	Monthly Average	0.01	0.03	mg/L	200%	04/03/2017	S	\$ 3,000
213	1048006	07/05/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.05	mg/L	150%	01/06/2018	Not Applicable (N/A)	\$ 0
214	1048011	07/17/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.05	mg/L	150%	01/18/2018	N/A	\$ 0
215	1048000	07/18/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.08	mg/L	300%	01/19/2018	N/A	\$ 0
216	1048009	07/20/2018	pH	Other	Instantaneous	9	9.22	SU	N/A	01/21/2018	C	\$ 3,000
217	1048001	07/20/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.1	mg/L	400%	01/21/2018	S	\$ 3,000
218	1048007	07/23/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.06	mg/L	200%	01/24/2018	S	\$ 3,000
219	1048002	07/24/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.04	mg/L	100%	01/25/2018	S	\$ 3,000
220	1048003	07/25/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.07	%	250%	01/26/2018	S	\$ 3,000
221	1048004	07/26/2018	Chlorine, Total Residual	Group 2	Instantaneous	0.02	0.05	mg/L	150%	01/27/2018	S	\$ 3,000
222	1048010	07/31/2018	Selenium, Total	Group 2	Monthly Average	4.1	6.2	ug/L	51%	02/01/2018	S	\$ 3,000
223	1048008	07/31/2018	Chlorine, Total Residual	Group 2	Monthly Average	0.01	0.05	mg/L	400%	02/01/2018	S	\$ 3,000
224	1048005	07/31/2018	Chlorine, Total Residual	Group 2	Monthly Average	0.083	0.15	lb/day	81%	02/01/2018	S	\$ 3,000

ATTACHMENT A

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	Penalty
225	1048725	08/31/2018	Selenium, Total	Group 2	Monthly Average	4.1	6.28	ug/L	53%	03/04/2018	S	\$ 3,000
226	1063161	07/31/2019	Selenium, Total	Group 2	Monthly Average	4.1	5.3	ug/L	29%	02/01/2019	S	\$ 3,000
227	1064838	08/31/2019	Selenium, Total	Group 2	Monthly Average	4.1	5.7	ug/L	39%	03/04/2019	S	\$ 3,000
228	1066426	09/30/2019	Selenium, Total	Group 2	Monthly Average	4.1	6.7	ug/L	63%	04/03/2019	S	\$ 3,000

\$ 465,000

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 a

Violation period ending the last day of September 2019

Group I Violations Assessed MMP: 1 Group II

Violations Assessed MMP: 152

Other Effluent Violations Assessed MMP: 2 Violations

Exempt from MMP: 73

Total Violations Assessed MMP: 155

Mandatory Minimum Penalty = (149 Serious Violations + 6 Non-Serious Violations) x \$3,000 = \$465,000

ATTACHMENT B**MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY**

Imperial Irrigation District (IID)

IID Grass Carp Hatchery

WDID No. 7A130128015 NPDES No. CA7000004

ATTACHMENT B*Effluent Limitation Violations Requiring Mandatory Minimum Penalties*

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	empt	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	Penalty
1	1023836	03/31/2017	Total Suspended Solids	Group 1	Monthly Average	60	75.4	mg/L	N	26%	10/02/2016	Not Applicable (N/A)	\$ 0
2	1065874	04/10/2017	Selenium, Total	Group 2	Daily Maximum	7.5	23.32	ug/L	N	211%	10/12/2016	Serious (S)	\$ 3,000
3	1065876	04/10/2017	Selenium, Total	Group 2	Daily Maximum	7.1	18.51	ug/L	N	161%	10/12/2016	S	\$ 3,000
4	1065878	04/30/2017	Selenium, Total	Group 2	Monthly Average	0.05	0.057	lb/day	N	14%	11/01/2016	Chronic (C)	\$ 3,000
5	1075810	04/30/2017	Selenium, Total	Group 2	Monthly Average	0.038	0.045	lb/day	N	18%	11/01/2016	C	\$ 3,000
6	1065877	04/30/2017	Selenium, Total	Group 2	Monthly Average	4.2	18.51	ug/L	N	341%	11/01/2016	S	\$ 3,000
7	1065875	04/30/2017	Selenium, Total	Group 2	Monthly Average	4.2	23.32	ug/L	N	455%	11/01/2016	S	\$ 3,000
8	1027561	05/31/2017	Total Suspended Solids	Group 1	Monthly Average	60	114.4	mg/L	N	91%	12/02/2016	S	\$ 3,000
9	1065871	10/04/2017	Selenium, Total	Group 2	Daily Maximum	7.5	20.85	ug/L	N	178%	04/07/2017	S	\$ 3,000
10	1065873	10/31/2017	Selenium, Total	Group 2	Monthly Average	4.2	6.13	ug/L	N	46%	05/04/2017	S	\$ 3,000
11	1065872	10/31/2017	Selenium, Total	Group 2	Monthly Average	4.2	20.85	ug/L	N	396%	05/04/2017	S	\$ 3,000
12	1065587	07/11/2018	Selenium, Total	Group 2	Daily Maximum	0.064	0.13	lb/day	N	103%	01/12/2018	S	\$ 3,000
13	1065585	07/11/2018	Selenium, Total	Group 2	Daily Maximum	7.1	38.72	ug/L	N	445%	01/12/2018	S	\$ 3,000
14	1065582	07/11/2018	Selenium, Total	Group 2	Daily Maximum	7.5	33.74	ug/L	N	350%	01/12/2018	S	\$ 3,000
15	1065586	07/31/2018	Selenium, Total	Group 2	Monthly Average	0.038	0.13	lb/day	N	242%	02/01/2018	S	\$ 3,000
16	1065584	07/31/2018	Selenium, Total	Group 2	Monthly Average	4.2	38.72	ug/L	N	822%	02/01/2018	S	\$ 3,000
17	1065583	07/31/2018	Selenium, Total	Group 2	Monthly Average	4.2	33.74	ug/L	N	703%	02/01/2018	S	\$ 3,000
18	1065591	10/24/2018	Selenium, Total	Group 2	Daily Maximum	7.5	11	ug/L	N	47%	04/27/2018	S	\$ 3,000
19	1065589	10/31/2018	Total Suspended Solids	Group 1	Monthly Average	60	61.6	mg/L	N	3%	05/04/2018	C	\$ 3,000
20	1065590	10/31/2018	Selenium, Total	Group 2	Monthly Average	4.2	11	ug/L	N	162%	05/04/2018	S	\$ 3,000
21	1065592	01/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	110.9	mg/L	N	85%	08/04/2018	S	\$ 3,000
22	1057844	03/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	62.6	mg/L	N	4%	10/02/2018	C	\$ 3,000
23	1058799	04/30/2019	Total Suspended Solids	Group 1	Monthly Average	60	91.2	mg/L	N	52%	11/01/2018	N/A	\$ 0
24	1065645	05/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	61.2	mg/L	N	2%	12/02/2018	C	\$ 3,000
25	1065646	05/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	71.5	mg/L	N	19%	12/02/2018	C	\$ 3,000
26	1065594	06/06/2019	Selenium, Total	Group 2	Daily Maximum	7.5	10.3	ug/L	N	37%	12/08/2018	S	\$ 3,000
27	1061481	06/30/2019	Total Suspended Solids	Group 1	Monthly Average	60	76.1	mg/L	N	27%	01/01/2019	C	\$ 3,000
28	1065593	06/30/2019	Selenium, Total	Group 2	Monthly Average	4.2	10.3	ug/L	N	145%	01/01/2019	S	\$ 3,000
29	1062481	07/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	145	mg/L	N	142%	02/01/2019	S	\$ 3,000
30	1064620	08/31/2019	Total Suspended Solids	Group 1	Monthly Average	60	60.5	mg/L	N	1%	03/04/2019	C	\$ 3,000

 \$ 84,000

ATTACHMENT B

- 1 - Violation occurs on sample date or last date of averaging period.
- 2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more
- For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more
- 3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed

Violation period ending the last day of August 2019

Group I Violations Assessed MMP: 9

Group II Violations Assessed MMP: 19

Other Effluent Violations Assessed MMP: 0

Violations Exempt from MMP: 2

Total Violations Assessed MMP: 28

Mandatory Minimum Penalty = (20 Serious Violations + 8 Non-Serious Violations) x \$3,000 = \$84,000

ATTACHMENT C

Supplemental Environmental Project (SEP) Proposal Form: Point of Entry (POE) Pilot Project – Phase II

Name of Project:

Imperial County Point of Entry (POE) Pilot Project – Phase II (POE Pilot Project – Phase II or Project)

Project Applicant and Address:

Imperial Irrigation District
333 E Barioni Blvd.
Imperial, CA 92251

Imperial County Public Health Department, Division of Environmental Health
797 Main St., Suite B
El Centro, CA 92243

Contact Person and Title:

Jeff Lamoure, REHS
Deputy Director
jefflamoure@co.imperial.ca.us

Jorge A. Perez
Environmental Health Services Manager
jorgeperez@co.imperial.ca.us

Vanessa R. Ramirez
Environmental Health Compliance Specialist III
vanessaramirez@co.imperial.ca.us

Contact Phone Number and Email:

442-265-1888
Email addresses provided above.

Project Category:

The POE Pilot Project – Phase II furthers the human right to water and fits into the following two project categories: (1) public health and (2) other projects with environmental and/or public health benefits.

Project Location:

POE recipients are located throughout Imperial County, given eligibility requirements, which are explained below. A GIS map showing the locations of the households that have requested a POE system is provided as Attachment 1 of this SEP Proposal.

Regional Water Board's SEP Priorities:

POE Pilot Project – Phase II furthers the Regional Water Board's SEP priorities because the Project benefits a community with a financial hardship (Financial Hardship Community), an environmental justice community (EJ Community), and a disadvantaged community (DAC) as explained below.

ATTACHMENT C

Project Description:

As background, Imperial Irrigation District (IID) delivers raw, untreated Colorado River water to six (6) cities (Brawley, Calexico, El Centro, City of Imperial, Holtville, and Westmorland), and two (2) census-designated places (Seeley and Heber). IID has numerous rural residential water customers that are located in remote areas throughout IID's half-million acre wide service territory that, due to geography, are limited in their access to municipal treated water systems. Groundwater resources are not available for public water supply within the irrigation service area. In an effort to generally improve the quality of water at a localized level, the Imperial County Public Health Department, Division of Environmental Health (DEH), is currently administering a voluntary POE Pilot Project – Phase I, which provides for the construction and maintenance of POE water treatment systems for households that meet the eligibility requirements explained below. DEH will also be implementing the POE Pilot Project – Phase II.

The POE Pilot Project – Phase I grew out of a State Water Resources Control Board (State Water Board), Division of Drinking Water (DDW) suggestion that Imperial County implement a POE pilot program to further oversee rural residential service connections. A POE pilot program would provide DDW with a better understanding of water quality of interior canals and provide a water treatment unit for non-potable uses to qualified residents. Following this suggestion, DEH and IID consulted with DDW on various aspects of the POE Pilot Project – Phase I, including development of a water quality monitoring schedule, treatment parameters, and appropriate treatment technology.² DDW evaluated the efficacy of the core filtration technology proposed for use in the POE systems pursuant to California Code of Regulations, title 22, section 64653 and determined that the POE systems sufficiently treat surface water for certain bacteria, such as Giardia and Cryptosporidium.³ The POE systems are neither designed nor approved by DDW for Safe Drinking Water Act (SDWA) compliance, and therefore, are not intended to supply Imperial Valley rural residents with potable water (drinking water), but can still vastly improve the quality of non-potable water that residents may otherwise utilize (i.e., clothes washing, irrigation, sanitary purposes, recreation). (IID's SDWA compliance obligations are discussed below.)

DEH and IID previously funded \$400,000 for POE Pilot Project – Phase I, which will provide up to twenty (20) POE systems to qualifying residences. To date, DEH, through its vendors, has installed fifteen (15) POE systems under Phase I. The remaining five (5) POE systems are scheduled to be completed by July 1, 2021.

IID proposes to expend up to \$549,000 on POE Pilot Project – Phase II as a third party-performed SEP. Under POE Pilot Project – Phase II, DEH, through its vendors, will install at least twenty-five (25) additional POE systems and will maintain the installed POE systems for at least 2 years after the installation date. If completed as proposed, POE Pilot Project – Phase I and II will together provide POE systems for at least forty-five (45) qualifying residences, significantly improving access to safer non-potable water for residents that are unable to connect to a public water system and have limited finances to pay for the installation of surface water filtration technology.

² The DDW neither regulates nor issues permits authorizing individual residential use of POE devices for surface water supplies. However, IID and DEH consulted with DDW during the development of the POE Pilot Project – Phase I and the technology the POEs employ is a state-approved alternative filtration technology. The Harmsco unit that is used for the POE is the smallest scaled unit that Harmsco manufactures (30 gpm) and is one of the technologies that DDW (through Guy Schott) determined could filter local waters following DDW filter analyses.

³ A copy of DDW's conditional acceptance letter for the filtration technology is available upon request.

ATTACHMENT C

Resident Eligibility Criteria

DEH collaborated with IID to identify residents that are income-eligible for IID's Residential Energy Assistance Program (REAP) and who obtain their rural residential water supply from an irrigation canal. Through REAP, IID provides qualifying customers with electric bill discounts and access to IID's Water Delivery Assistance Program, through which IID assists residents with paying for the monthly costs of water delivery services⁴, based on established income eligibility criteria set forth below.

IID and DEH used this income eligibility criteria to identify financially disadvantaged individuals who, based on geography, would benefit from POE system installation. IID initially identified two-hundred (200) eligible households and mailed those households a solicitation letter. Residents can now apply for POE installation using an online application.⁵

In response to the initial solicitation, sixty-five (65) eligible households formally requested POE systems, which DEH is installing on a "first come first served" basis, following a site assessment to confirm suitability for POE installation. In other words, households responding to the solicitation receive a system in order of their solicitation response or POE request date, where the residence is suitable for POE installation and following execution of the Access Agreement described below.

As previously discussed, \$400,000 in funding originally provided by DEH and IID is currently available for twenty (20) POE system installations. This SEP would provide funding for at least an additional twenty-five (25) POE system installations. DEH and IID are continually working to seek additional funding for installation and maintenance of devices beyond those supported through Phases I and II of the POE Pilot Project.

Scope of Work

The POE Pilot Project – Phase II is expected to occur over forty-eight (48) months and covers the design of each individual POE system, POE installation, and a two (2) year period of maintenance and monitoring, which includes POE recipient training. Implementation of the POE Pilot Project – Phase II would begin immediately upon the Regional Water Board's adoption of the Stipulated Order authorizing the Project as a SEP (the Stipulated Order), and likely run concurrently with DEH's implementation of the POE Pilot Project – Phase I. As explained above, DEH and its approved vendors will implement the Project.

a. Construction Phase (23 months)

⁴ Pursuant to a Compliance Agreement with the California Department of Health Services, IID is required to provide households that receive canal service water with an alternative potable water supply. The details of the Compliance Agreement, and the steps IID takes to fulfill its requirements pursuant thereto are set forth below in the discussion of whether this project is required by an agency.

⁵ See Imperial County Public Health Department, "Point of Entry Water Project," available at <https://www.icphd.org/environmental-health/point-of-entry-pilot-project> [as of March 10, 2021].

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One of DEH's pre-approved vendors first develops and submits to DEH property-specific plans (non-engineered) that are based on an initial site visit, and source water sampling⁶, which informs the treatment components required to serve a particular residence. Untreated canal water can potentially contain bacteria, including *E. coli*, but to date, there is no data to indicate any public health issue has ever arisen related to the delivery of Colorado River water to Imperial Valley's rural residential water users. Consequently, each POE system consists of pre-filtration, primary filtration, and disinfection technology. The pre-treatment process consists of a multimedia filter that contains Garnet, Filter Sand and Anthracite media, and a 20" 10 micron sediment cartridge filter. The primary treatment technology is the Harmsco cartridge filter HC/40 LT2 1 micron filter. The water is then disinfected with a Viqua UV light.⁷ The POE system's multi-barrier treatment technology clarifies water by removing impurities and providing disinfection. In other words, the POE is designed to meet primary treatment standards. If a contaminant were to be detected above a primary MCL, the system would likely be designed with a reverse osmosis system.

Upon DEH approval of a property-specific plan⁸, the vendor consults with the resident to plan for the POE system installation. From design of the system to installation, each POE system takes approximately 14 to 21 days to complete based on DEH's experience with the first ten (10) POE system installations. IID estimates that DEH's vendors can complete the 25 installations that are part of this SEP within twenty-three (23) months (the "Construction Phase").

b. Maintenance Phase (2 years after date of installation for each POE system)

Once the vendor installs the POE system at a residence, the property enters the Maintenance Phase, where the vendor monitors each POE system for a two-year period. Thus, the maintenance period for each system installed under the POE Pilot Project – Phase II will vary based on the date of POE installation.

Throughout the Maintenance Phase, the vendor will collect the following water quality samples: (1) monthly bacteriological samples, (2) quarterly *E. coli* samples, and (3) annual inorganic metals and synthetic organic compound samples to confirm that the POE devices are properly functioning. The vendor will also monitor the effectiveness of the POE systems and will replace the POE system components as necessary. The homeowner will be trained on the operation and maintenance of their system, including diagnosing issues, and will receive a POE Operation and Maintenance Manual tailored to their system. This manual will also be accompanied by a video tutorial, and specifications for replacement parts.⁹

Following the Maintenance Phase, the homeowner retains the system and DEH encourages homeowners to continue ongoing operation and maintenance of their system following the Maintenance Phase. The POE systems consist of four main components: two pre-filters (one

⁶ None of the source samples taken to date suggest that the canal water exceeds established metals or pesticides limits. If water quality sampling suggests that high metal or pesticide levels are present, confirmation samples will be taken and an appropriate treatment device, such as reverse osmosis filtration, will be designed and installed.

⁷ A copy of an example POE system design is available upon request.

⁸ Design approval occurs on a case-by-case basis and based on the source water sampling that occurs during the design phase.

⁹ Additional information regarding the schedule for development and distribution of these materials is set forth below in the discussion of SEP Milestones.

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multimedia vessel, and one 20-inch cartridge filter), one polishing filter (DDW-approved technology filter), and one UV light. The cartridge filter (\$272) and the UV light (\$117) will need to be replaced once a year. The multimedia filter media has a 10-year manufacturer's warranty and is replaced every 10 years or longer. The multi-media filter is comprised of two parts: the filter media (\$110) and an automatic valve (\$425). Details regarding availability and cost of the materials will be provided in the POE Operation and Maintenance Manual.

IID anticipates that only minimal homeowner maintenance of the POE systems would be necessary for the following reasons: (1) the multimedia vessel does not require frequent changes, would likely be functional for several years, and comes with a 10-year manufacturer's warranty; (2) the 20-inch cartridge filter and the polishing filter are small and easy to open and replace – the cartridge filter and Harmsco filter require simple unscrewing and opening/removal of filter housing; and (3) the UV light requires bulb replacement once per year and is easy to accomplish, much like changing a light bulb. DEH is currently developing a maintenance reimbursement program to encourage residents to maintain their devices past the initial two years of maintenance guaranteed by the Project. As detailed above, annual maintenance costs are approximately \$400.

SEP Reporting Schedule

- Quarterly Reports
- Certification of SEP Completion

Quarterly Reports

IID will submit written quarterly progress reports documenting Project implementation to the Regional Water Board and the State Water Board's Division of Financial Assistance. At a minimum, the quarterly reports will include an explanation of all Project activities completed during each reporting period, an accounting of funds expended, and the proposed work for the following quarter. POE monitoring data, which will be used to ensure proper functioning of the POE devices, will accompany the quarterly reports. Reports will be submitted no later than the first day of the second month following the end of each reporting period in accordance with the schedule shown below. If DEH is not in compliance with the SEP Project Schedule set forth in Table 2 below, the quarterly reports shall explain the cause(s) of the delay(s) and the anticipated date of compliance with the SEP Project Schedule. IID shall submit progress reports in accordance with the SEP Reporting Schedule in Table 1 below until the Project is fully implemented or until the SEP Completion Date.

Certification of SEP Completion

No later than 49 months after the Stipulated Order's effective date, IID will submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion) in accordance with the requirements set forth in Section III, paragraph 3.e.ii of the Stipulated Order.

Table 1. SEP Reporting Schedule

<i>Reporting Period</i>	<i>Report Submittal Date</i>
January - March	May 1
April - June	August 1
July - September	November 1

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October - December	February 1
Certification of SEP Completion	No later than 49 months after the Stipulated Order's effective date

SEP Project Schedule and Milestones

- Project Funding
- Construction Phase (*i.e.*, POE design and installations)
- Maintenance Phase

The Project must be completed no later than 48 months from the Stipulated Order's effective date (SEP Completion Date) in accordance with the schedule and milestones in the table below.

Table 2. SEP Project Schedule

Milestone	Deadline	Liability Suspended or Excused Upon Completion
IID funds Project via \$549,000 payment to Imperial County*	No later than 30 days after the Stipulated Order's effective date	
Construction Phase Completion	No later than 23 months after the Stipulated Order's effective date	
Development of POE O&M Manuals	No later than 18 months after the Stipulated Order's effective date	
Distribution of POE O&M Manuals	No later than 20 months after the Stipulated Order's effective date	
POE Recipient In-Person Training, Development and Distribution of Video Tutorial	Ongoing; to begin no later than 22 months after the Stipulated Order's effective date; to be completed no later than 42 months after the Stipulated Order's effective date	
Maintenance Phase Completion**	Ongoing; to be completed no later than 48 months after the Stipulated Order's effective date	
Project Completion and Payment of Any Remaining Funds to State Water Pollution Cleanup and Abatement Account	No later than 48 months after the Stipulated Order's effective date	Up to \$549,000

* Funding shall be deposited into an account held by Imperial County. IID will provide an accounting of all funds expended on the Project per the reporting requirements in the Stipulated Order.

** The Maintenance Phase, in part, will run concurrently with the Construction Phase for those residents that have had their POE systems installed (*i.e.*, a system installed on June 23, 2021, will be

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in the Maintenance Phase from June 23, 2021 – June 23, 2023. A system installed on November 2, 2021, will be in the Maintenance Phase from November 2, 2021 – November 2, 2023).

Budget

Based on DEH's POE system installations to date, POE Pilot Project – Phase II is estimated to cost approximately \$549,000, which represents the combined construction and maintenance costs for twenty-five (25) POE systems, and POE recipient training. Each POE system and the associated maintenance and sampling will cost approximately \$20,000 on average. The average POE installation and monitoring estimate is based on data associated with completed and invoiced POE system installations reflected below (maintenance/sampling costs are not included) and estimates developed by Imperial County:

- \$57,029.98 for 6 properties (9 invoices pending)
- Average cost per POE system: \$9,504.99
- Highest cost to date for a POE system: \$10,676.57
- Lowest cost to date for a POE system: \$8,902.28
- Construction Phase Estimate: \$10,500-\$12,200
 - Design - \$500 - \$1,200
 - Equipment - \$7,000 - \$8,000
 - Labor - \$3,000
- Maintenance Phase Estimate: \$8,000-\$9,800
 - Lab Fees: \$2,000 - \$3,200
 - Sampling Fees: \$1,800 - \$2,400
 - Equipment Changes: \$1,200
 - Labor - \$3,000

Given that the POE installations are recent, and DEH has not yet fully implemented maintenance, the anticipated maintenance costs are approximated. For two years of maintenance, which includes water quality sampling, equipment replacement and the labor to perform these duties, DEH estimates that maintenance of each system will cost approximately \$8,000 - \$9,800. This number is being fine-tuned as some costs could become consolidated (*i.e.*, labor doing sampling and maintenance on one visit). Any remaining funding after the maximum number of POEs has been installed and maintained (*i.e.*, in the event that per POE costs described above are less than anticipated) will be provided to DEH to assist with offsetting the costs associated with POE recipient training for system maintenance.¹⁰

IID will expend up to \$549,000 for DEH to install and maintain at least twenty-five (25) new and additional POE systems, based on the maximum anticipated cost of \$22,000 per POE. An actual accounting of the per-POE unit costs will be submitted with quarterly reports, as described above. Any expense to install more than twenty-five (25) POE systems will be counted towards the suspended liability only if the POE system is fully implemented and maintained for two years. The maximum amount of liability suspended for one complete POE system (Construction and Maintenance Phase) cannot exceed \$25,000, (this maximum "cap" on liability suspension recognizes

¹⁰ The use of remaining funding for POE recipient training tasks and materials is unlikely to cover the full costs associated with development, printing, and distribution of training materials, and POE recipient training. Thus, this funding is intended to offset DEH incurred costs for these aspects of SEP implementation.

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cost variability of each unit and some expected cost increases over time). The total suspended liability for completion of the Project cannot exceed \$549,000.

Project readiness, including status of CEQA, permits, and landowner agreements

The POE Pilot Project – Phase I was deployed in July 2019, when the POE installation solicitation letter was distributed, and is currently ongoing, with additional funding needed to complete further POE system installations. DEH has contracted with two vendors and worked with IID to establish a list of eligible applicants. Due to the limited footprint of a POE system and its minimal impact on a property, the Imperial County Planning Department has determined that the POE Pilot Project – Phase II is not considered a “Project” for purposes of CEQA.

In order for a POE system to be installed, the property owner or renter (with a homeowner declaration) signs an access agreement (Agreement) prepared by Imperial County that allows the vendor and the County access to the property to install and maintain the POE system for two (2) years after installation. The Agreement was drafted by County Counsel and is being used with current POE Pilot Project – Phase I participants. Residents are required to sign the Agreement immediately prior to design and installation of the POE systems; thus, enrollment in the program occurs on a rolling basis.

IID and DEH have conferred with DDW, which has provided input on the Project, as described above. DDW has advised that permits are not required for installation of the surface water treatment POE devices.

Expected benefits or improvements to water quality or beneficial uses

Project recipients will immediately benefit from improved water quality by using the POE system. POE systems consist of multi-barrier treatment that includes filtration and disinfection. DDW vetted and recommended the Harmsco filtration technology for use in the POE Pilot Project – Phase I.

The primary concern with local surface waters is the potential presence of bacteria, including *E. coli*. The POE system’s multi-barrier system significantly improves water quality, which will be verified through comprehensive monitoring for at least two years. To date, the properties where POE systems have been installed, previously used a cistern/pump/pressure vessel system to address water quality; no other form of filtration or disinfection was required on homes constructed prior to the mid-1990s. Since that time, Imperial County has implemented additional construction requirements for new developments, requiring that they be served by public water systems or other appropriately permitted small water systems, preventing this issue from recurring in newer construction. DEH is collecting water quality data for those homes with POE systems to assess the efficacy of the unit. The water quality data collected to date is summarized below. This water quality sampling for bacteria and turbidity will continue throughout Project implementation to ensure the POE systems continue to properly function.

	Kilgore Rd.	Underwood Dr.	Evan Hewes.	Derrick Rd.	Wilkins Rd.	Loveland Rd.
Apr. 2020	<i>E. coli</i> :* Absence	<i>E. coli</i> :* Absence				

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	Turbidity: <i>Pre- 2.24</i> <i>Post-2.8</i>	Turbidity:				
May 2020	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>				
	Turbidity: <i>Pre- 1.91</i> <i>Post- 0.60</i>	Turbidity: <i>Pre- 0.51</i> <i>Post- 0.15</i>				
Jun. 2020	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>		
	Turbidity: <i>Pre- 1.00</i> <i>Post- 0.26</i>	Turbidity <i>Pre- 1.80</i> <i>Post- .52</i>	Turbidity: <i>Pre- 2.20</i> <i>Post- 0.81</i>	Turbidity: <i>Pre- 1.61</i> <i>Post- .18</i>		
July 2020		<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>		
		Turbidity: <i>Pre- 0.65</i> <i>Post- 0.28</i>	Turbidity: <i>Pre- 3.70</i> <i>Post- 0.91</i>	Turbidity: <i>Pre- 1.61</i> <i>Post- 0.35</i>		
Aug. 2020	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	<i>E. coli:*</i> <i>Absence</i>	
	Turbidity: <i>Pre- 4.29</i> <i>Post- .87</i>	Turbidity: <i>Pre- 1.41</i> <i>Post- 0.35</i>	Turbidity: <i>Pre- 5.45</i> <i>Post- 0.61</i>	Turbidity: <i>Pre- 1.21</i> <i>Post- 0.62</i>	Turbidity: <i>Pre- 4.62</i> <i>Post- 0.82</i>	

**E. coli* measures reflected in the above table are all post-filtration.

Is the project located within, or does it benefit, an Environmental Justice community, a Disadvantaged Community, or a community that has a financial hardship? If yes, describe.

The Project will directly serve residents in a Financial Hardship Community, a DAC, and an EJ Community, as explained above. The Project is specifically designed to serve a Financial Hardship Community through the identification of income eligible residents and those that obtain raw, untreated surface water for non-potable use. The eligibility criteria are based on IID's established REAP income-eligibility criteria, which is set forth below.

Under the State Water Board's 2018 Policy on Supplemental Environmental Projects (SEP Policy), a community has a "financial hardship" if, among other reasons, the community's median household income is less than 80 percent of the California median household income based on the most recent United States Census (U.S. Census) block group data. Eligibility for receipt of a POE device was in part based on whether the household met the following income eligibility criteria for IID's REAP:

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Maximum Household Income (Effective as of January 1, 2021)¹¹	
<i>No. of Persons in Household</i>	<i>Combined Annual Household Income</i>
1-2	\$34,480
3	\$43,440
4	\$52,400
5	\$61,360
Each Additional Person	\$8,950

The median household income for California is \$75,235 based on the most recent U.S. Census data available.¹² Thus, to be considered a Financial Hardship Community, a household must earn less than \$60,188. On average, California households generally are comprised of 2.95 individuals.¹³ A household must therefore earn less than approximately \$60,000 per three individuals to fall within the Financial Hardship Community designation. Application of the REAP financial eligibility criteria set forth above ensures that individuals benefitted by the POE Pilot Project – Phase II are part of a Financial Hardship Community.

Moreover, as identified by the attached GIS map (Attachment 1), the Project directly benefits members of a DAC and EJ Community for the following reasons:

- Under Health and Safety Code section 39711, a DAC includes: (1) Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation; or (2) Areas with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment. Based on the state's DAC mapping tool, several of the potential POE recipients are part of a DAC, such as those that are located in or around Brawley, El Centro, Calipatria, and Calexico.¹⁴
- Under Government Code section 65040.12(e), an EJ Community includes: (1) A community that bears a disproportionate share of the negative environmental consequences resulting from industrial, governmental, and commercial operations or policies; or (2) A community without meaningful involvement in the development, implementation, and enforcement of environmental laws, regulations, and policies.¹⁵ CalEnviroScreen, which identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution, uses a suite of statewide indicators to characterize both Pollution Burden and Population Characteristics, including exposure, environmental effects, sensitive populations, and socioeconomic factors. CalEnviroScreen then uses percentiles to assign scores for each of the indicators in a given geographic area. CalEnviroScreen (Version 3.0)

¹¹ The REAP financial eligibility criteria are updated annually. Information regarding 2018-2020 REAP criteria is available upon request.

¹² See United States Census Bureau, "California | Median Household Income," available at <https://www.census.gov/search-results.html?q=california+income&page=1&stateGeo=none&searchtype=web&cssp=SERP& charset =UTF-8> [as of March 10, 2021].

¹³ See United States Census Bureau, "QuickFacts : California," available at <https://www.census.gov/quickfacts/fact/table/CA/HSD310219#HSD310219> [as of March 10, 2021].

¹⁴ See DAC Mapping Tool, available at <https://gis.water.ca.gov/app/dacs/> [as of March 10, 2021].

¹⁵ See SEP Policy, p. 10.

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has assigned the majority of geographic areas in which POE recipients are located with an overall score of 80 – 100% and Pollution Burden scores of 60-85%.¹⁶

Will this project further the State Water Board’s core value of the human right to water? If yes, describe.

Yes. The POE Pilot Project – Phase II directly addresses Water Code section 106.3(a), which states, “every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.” The intent of this Project is to improve the quality of canal water to which residents have access for household non-consumptive uses (i.e., gardening, household cleaning, etc.). The Project, however, will not negate the residents’ need for alternative water delivery service for their cooking and drinking purposes, which will continue under separate authority. Currently, some residents living outside of the city limits in Imperial County rely on untreated surface water provided by IID’s canals for their rural residential and sanitation use. Open channel water ways may contain potential contaminants, particularly bacteria, which could ultimately enter the homes of rural Imperial County residents. POE Pilot Project – Phase II will improve the water quality used for sanitary purposes, furthering the human right to water.

Optional information. If appropriate, discuss the following:

— **Whether this project is resilient to climate change and conforms with State Water Board Resolution No. 2017-0012, Comprehensive Response to Climate Change**

State Water Board Resolution No. 2017-0012 provides several options for climate change mitigation associated with water distribution systems. The Project would comply with Resolution No. 2017-0012 by avoiding the carbon-intensive development of a water treatment and distribution system associated with providing a water source for residents that live outside city limits.

POE systems installed at individual homes have reduced energy consumption when compared to traditional water treatment and distribution systems, furthering Resolution No. 2017-0012’s goals of climate resiliency.

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

IID and Imperial County have already committed a total of \$400,000 to POE Pilot Project – Phase I, but have not yet identified additional funds outside of the MMP amount to provide POE systems for additional households. IID and DEH will continue to look for additional funding sources to serve the vulnerable population that accesses untreated canal water for non-potable residential use.

— **Whether this project is required by another entity or agency**

This Project is not required by another entity or agency and provides water supply in excess of IID’s federal and state SDWA compliance obligations. IID currently meets its SDWA compliance

¹⁶ See California Office of Environmental Health Hazard Assessment (OEHHA), "CalEnviroScreen 3.0 Maps," available at <https://oehha.ca.gov/calenviroscreen/maps-data> [as of March 10, 2021]; see also OEHHA, "CalEnviroScreen 3.0," (Jan. 2017), available at <https://oehha.ca.gov/media/downloads/calenviroscreen/report/ces3report.pdf> [as of March 10, 2021].

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obligations by ensuring that rural residences (approximately 2,700) within IID's service area contract with an alternative water supplier pursuant to a Compliance Agreement between California Department of Health Services (DHS) and IID. Based on IID's proposed method of alternative water delivery, on May 16, 2000, DHS issued a determination that IID has fulfilled the conditions of the Compliance Agreement.¹⁷ Water deliveries will continue following implementation of the POE Pilot Project – Phase II, including for those residents who have POEs installed at their homes per the terms of the Compliance Agreement, and as required by DHS' successor agency, DDW.

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

The Project will track and monitor water quality at homes that have received a POE in association with the POE Pilot Project – Phase II throughout Imperial County. The comprehensive monitoring schedules and the distribution of homes that receive canal water throughout Imperial County will provide micro-scale insight into the water quality data for both treated and untreated water sources.

Additionally, since homes are monitored for twenty-four (24) months following POE system installation, seasonal variations of water quality will be captured. This data could be helpful to the State in evaluating such devices for this use in rural communities.

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

Imperial County will be implementing this SEP through DEH, which has two programs that currently receive primacy through the State Water Board: the Local Primacy Agency (LPA) for the oversight of small drinking water systems; and the Local Area Management Plan (LAMP) for the oversight of on-site wastewater treatment systems. Both programs have operated with effective results for several years. DEH also acts as the Local Enforcement Agency (LEA) that oversees solid waste facilities throughout Imperial County, pursuant to a delegation of authority from CalRecycle. Moreover, IID has successfully administered the following SEPs:

Order Number	SEP Amount (rounded to nearest dollar)	Discharger
R7-2008-0009	\$34,000	IID Fish Farm
R7-2009-0005	\$41,500	Centinella State Prison
R7-2011-0049	\$11,492	City of Imperial
R7-2011-0055	\$18,000	IID Fish Farm
R7-2013-0014	\$16,500	IID Fish Farm
R7-2016-0022	\$63,000	IID Fish Farm

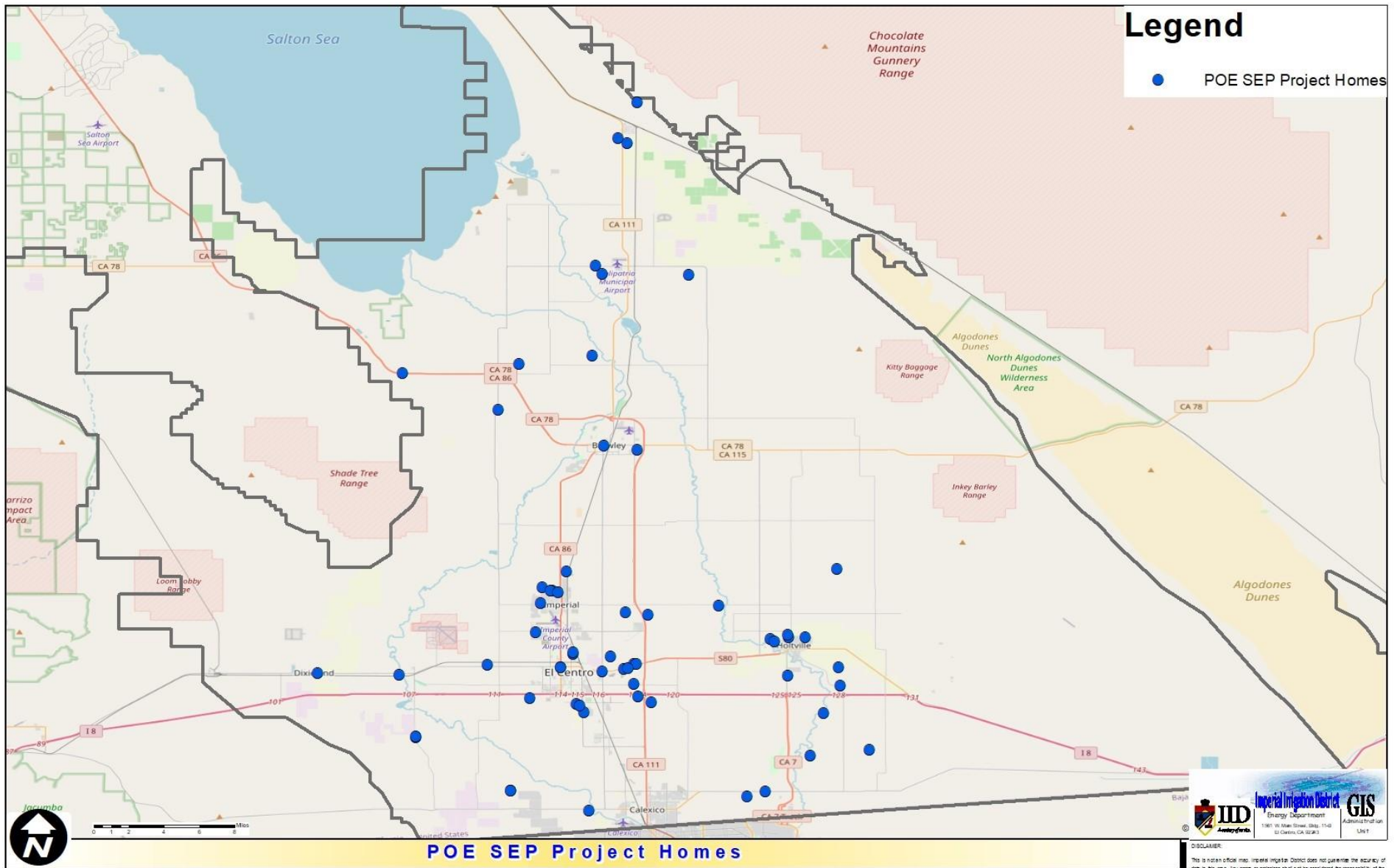
— Whether the applicant has the institutional stability and capacity to complete the project as proposed

¹⁷ REAP-qualifying residents have the option of choosing a water provider that delivers water via 5-gallon bottles or bulk hauled water. The residents receive \$30 month in water delivery, which translates to about 20 gallons of bottled water or 40 gallons of bulk water.

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DEH has staff available to oversee and implement the Project. Currently, the Deputy Director of Environmental Health oversees the implementation of the POE Pilot Project – Phase I, while the Environmental Health Services Manager, in conjunction with an Environmental Health Compliance Specialist III, oversee the day-to-day operations. IID staff that currently work with DEH staff on Phase I are available on an as-needed basis to work with DEH staff on Phase II and will also provide the reporting to the Regional Water Board. Additional DEH resources are available (*i.e.*, County Counsel, Planning and Building Department, Public Health Department, etc.), if deemed necessary.

Attachment 1. POE SEP Project Map



Legend

- POE SEP Project Homes

POE SEP Project Homes

IID
Imperial Irrigation District
Energy Department
1981 W. Main Street, Suite 1140
El Centro, CA 92513

GIS
Administration
LWV

Photo: [unreadable] is no valid login user.
Date: 11/22/2020

CURRENT COORDINATE SYSTEM: NAD_1983_StatePlane_California_VI_FIPS_0406_Feet

DISCLAIMER:
This is not an official map. Imperial Irrigation District does not guarantee the accuracy of data in this map. Any errors or omissions shall not be considered the responsibility of the Imperial Irrigation District.