



April 15, 2021

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## **APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN PROPOSED CONTRACT NO 21-004 WITH THE CITY OF SANTA PAULA FOR WASTEWATER FACILITY OPERATION, MANAGEMENT, & MAINTENANCE**

### **RECOMMENDATION**

- A. Approve, and authorize the Board Chair to sign, proposed VRSD Contract No. 21-004 with the City of Santa Paula for Wastewater Facility Operation, Management, & Maintenance for a total compensation amount of \$960,000 through June 30, 2022; and
- B. Authorize staff to make necessary adjustments to the Board-adopted FY2020-21 Budget revenues and expenses.

### **FISCAL IMPACT**

The revenue for this contract was not included in the Board-adopted FY2020-21 Budget and is expected to be approximately \$206,000 through June 30, 2021. Revenues for future budget years would be added under account codes 25-210-40100 (Projects 234302 and 234303). The revenues associated with this contract will be sufficient to cover the costs of providing these services.

### **BACKGROUND/ANALYSIS**

In December 2020, the City of Santa Paula's staff informed VRSD Management that they would like to begin discussion of the terms and conditions of a 1-year contract to provide operations, management, and maintenance, of the City's Wastewater Recycling Facility, as the current contract with Veolia North America is set to terminate on April 16, 2021.

The full scope of work for the long-term contract includes, but is not limited to, the influent lift station, primary screening, grit removal, influent equalization basins, fine screening, secondary biological nutrient removal (BNR) process, membrane separation process, ultraviolet disinfection process, aerobic sludge digestion, screw-type solids dewatering facilities, backup generator, 14.2 acres of percolation basins for effluent disposal, operations building with laboratory, restroom, workshop, break room, and administrative offices located over the treatment basins, odor control, associated mechanical piping and

appurtenances, electrical systems, instrumentation, and controls systems. The contract also includes preparation and submission of all compliance reporting for the facility.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

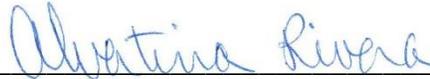
If you should have any questions or need additional information, please contact me by phone at (805) 658-4648 or via email at [richardjones@vrsd.com](mailto:richardjones@vrsd.com).

This letter and the associated contract have been reviewed by Legal Counsel as to form.



RICHARD JONES, INTERIM DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT:



Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:



Chris Theisen, General Manager

Attachments: 1. Proposed VRSD Contract No. 21-004

**VRSD CONTRACT NO. 21- 004**

**AGREEMENT FOR WASTEWATER FACILITY  
OPERATION, MANAGEMENT & MAINTENANCE  
BETWEEN  
CITY OF SANTA PAULA  
AND  
VENTURA REGIONAL SANITATION DISTRICT**

THIS AGREEMENT is made and entered into this 15th day of April 2021, by and between the City of Santa Paula (“City”), and the VENTURA REGIONAL SANITATION DISTRICT, a county regional sanitation district formed pursuant to California Health & Safety Code Section 4700 *et. seq.*, (“VRSD”). Together, City and VRSD shall be referred to herein as “Parties.”

**RECITALS**

A. City is the owner of the Santa Paula Water Recycling Facility (“WRF”), a Publicly-Owned Treatment Works (“POTW”), located at 920 Corporation Street, Santa Paula, CA, which discharges tertiary-treated wastewater to groundwater through three percolation ponds adjacent to the WRF. The WRF is more fully described in the California Regional Water Quality Control Board, Los Angeles Region, Waste Discharge Requirements for the City WRF, Order No. R4-2018-0022, File No. 06-189, CI No. 9259 dated February 8, 2018 (“WDR”) and Cease and Desist Order No. R4-2018-0023 (“CDO”), which is attached as Exhibit A and incorporated herein by reference; and

B. City WRF is subject to all the terms and conditions of the WDR and CDO and VRSD acknowledges the WDR and CDO and is aware of the WDR and CDO’s findings, contents, requirements, prohibitions, and limitations on the WRF; and

C. City desires to enter into an agreement with VRSD for the staffing, operation and maintenance of the WRF, as well as other closely related services, hereinafter collectively referred to as “Services”; and

D. City believes it is in its best long-term interest to transition the WRF operations from a private contractor operation to operation by a public agency.

E. VRSD has the authority, pursuant to Health & Safety Code Section 4700 *et seq.* and Public Contract Code §20782, and capability to provide the requested Services relative to City WRF and is willing to perform such services for the City; and

F. VRSD has represented that they have the requisite knowledge and experience in operation and servicing the City’s WRF so that they can provide essential public services to City’s customers and rate payers in compliance with applicable federal, state and local laws, regulations and permits.

G. City, based upon the VRSD’s representations, experience and qualifications, selected the VRSD to operate and maintain the WRF on the terms set forth herein.

H. At its regular City Council meeting on December 16, 2020, the City Council authorized City staff to seek an agreement with the VRSD to operate and maintain the WRF.

I. It is the mutual desire of the Parties to set forth in this Agreement the terms and conditions under which VRSD will operate and maintain the City WRF.

**NOW, THEREFORE**, in consideration of these Recitals and the mutual covenants, terms, conditions, and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1: DEFINITIONS**

a. “Acceptable Influent” means domestic, commercial, institutional, industrial and other wastewater generated within the jurisdiction of the City and received in the WRF, excluding any substances or contaminants that violate Applicable Laws, Plans, Policies, and Regulations. Influent that exceeds the WRF’s Design Parameters is not an Acceptable Influent.

b. [intentionally left blank]

c. “Agreement” means this “Agreement for Water & Wastewater Facility Operation and Management & Maintenance” and all Exhibits attached hereto and made a part hereof, executed by and between City and VRSD, as the same may be amended from time to time.

d. “Applicable Laws, Plans, Policies, and Regulations” means any federal, State or local statute, regulation, ordinance, rule, mandate, order, decree, permit, code, plan, policy or license requirement or other governmental requirement or restriction, or any interpretation or administration of any of the foregoing by any responsible governmental authority, which applies to the Services or obligations of either Party under this Agreement.

e. “Capital Improvement” means, as it relates to the WRF, adding new equipment (accessory, appurtenances, or components thereof), or new structures (as opposed to Routine replacement, maintenance, repair or rebuilding the existing structures) that either: (i) increases its efficiency and capacity for which it was designed and constructed; or (ii) has a service life of at least five (5) years.

f. “Chief Plant Operator” means a VRSD employee with the requisite state licenses and level

of experience to be the primary operations person to run the WRF and to manage all other staff persons, consultants, vendors, subcontractors, third-party personnel or contractors assigned or hired by the City or VRSD to assist in the operation or maintenance of the WRF.

g. “City’s Responsibilities” means all responsibilities and obligations of the City related to the subject matter of this Agreement and as fully set forth below.

h. “Commencement Date” means the date that VRSD shall begin to provide Services for the City WRF as set forth in Article 2 of this Agreement.

i. “Damage” means any and all threatened or actual costs, claims, suits, demands, causes of action, judgments, settlements, liabilities, penalties, fines, taxes, interest, citations, forfeitures, liens, environmental contamination, personal injury (including sickness, disease or death), property damage (including loss of use and other economic loss), intellectual property infringement (including settlements, defense costs, judgments, court costs, expert(s) fees, and reasonable attorneys’ fees), governmental action (including fines, penalties, and levies) and executions and garnishments and all other expenses (including reasonable attorneys’ fees, experts’, investigation, and other related fees and costs, including without limitation litigation expenses) and losses. For purposes of this Agreement, damages shall not include any consequential, special or punitive damages of any kind, except to the extent resulting from the gross negligence or willful misconduct of VRSD or the City, as may be the case.

j. “Effective Date” means the date first written above.

k. “Emergency” shall mean an unplanned and unanticipated event which disables all or a part of the WRF, threatens the continued functioning of the WRF, or threatens a violation of any Contract Standard in the Agreement or Applicable Law, Plans, Policies or Regulations.

l. “Facilities” means all of the individual components and elements which comprise the City’s WRF as set forth in Exhibit A.

m. “Fiscal Year” means the 12 consecutive month period starting on July 1 and ending on June 30.

n. “Good Industry Practices” means the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, licensed, and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Agreement and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all Applicable Laws, Plans, Policies, and Regulations.

o. “Hazardous Materials” means any petroleum product, oil, hazardous substance, hazardous waste, pollutant and any other material regulated and governed by CERCLA 42 U.S.C. Section 9601, RCRA 42 U.S.C. 6901, the Federal Clean Water Act, Clean Air Act, or any other Law protective of public health, safety, welfare, air, surface water, ground water, soil or the environment (but specifically excluding any laws dealing with the means, methods,

techniques, sequences, procedures of construction and safety of VRSD's workers for which VRSD is responsible), including, without limitation, polychlorinated biphenyls (PCBs) and asbestos.

p. "Maintenance & Repair Items" means all scheduled and unscheduled maintenance, repair and replacement activities required to ensure the efficient and effective operation of the WRF, including, but not limited to, all normal, maintenance of the grounds of the WRF, routine or repetitive activities required to sustain the normal service life of the WRF and the components thereof, non-routine or unscheduled preventative or corrective maintenance, repair, or replacement activities required for the operational continuity, safety and performance of the WRF, and the replacement of all components of the WRF at the end of their planned or actual useful life or as necessary to comply with the obligations of this Agreement.

q. "Permits" means any required governmental licenses, permits and authorizations required to perform the Services and operate the WRF pursuant to this Agreement.

r. "Services" means all of the duties, obligations, and services as defined herein to be provided by VRSD for the WRF, including operational, management, monitoring, reporting, and maintenance, repair and replacement services, which are all further defined and specified in in Exhibit B attached hereto. Notwithstanding Article 5 below, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary permits, licenses and certifications VRSD requires in order to perform the Services.

s. "State" means the State of California.

t. "Term" means the period of time in which this Agreement is in full force and effect as set forth in Article 4 of this Agreement.

u. "Uncontrollable Circumstances" means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder, or expands the scope of the Party's obligations under this Agreement, to the extent such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party, including, without limitation the following:

(i) Force Majeure events that are outside the reasonable control of the Party relying thereon, such as acts of God, acts of terrorism, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, floods that constitute a 100-year flood, explosions, civil disturbances, acts of the public enemy and war;

(ii) Change in Law, defined as the enactment, adoption, amendment, promulgation, issuance, modification, repeal, or change of any Applicable Laws, Plans, Policies, and Regulations that (excluding laws adopted at the time of execution of this Agreement but which

have provisions that take effect after the Commencement Date) establishes requirements affecting the financing or operation or capital costs of the WRF that are materially more burdensome than the most stringent requirements in effect as of the Effective Date;

(iii) Judicial/ Administrative Determinations, defined as the final order, judgment, action or determination of any Federal, State or local court or tribunal of competent jurisdiction, administrative agency or governmental body (other than City if issued pursuant to the provisions of this Agreement expressly authorizing same);

(iv) Permit Terminations, defined as the suspension, termination, interruption, denial or failure of renewal or issuance of any Permit (to the extent not caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD) that is necessary to operate the WRF;

(v) Failure of Essential Services, defined as the failure of any appropriate Federal, State, Municipal, County or other public agency or private utility having operating jurisdiction in the area in which the WRF is located, to provide and maintain utilities, services, communications, water and sewer lines and power transmission lines to the Facilities, except if such failure is caused by the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement by VRSD;

(vi) Condemnation, defined as the condemnation, eminent domain, taking, seizure, involuntary conversion or requisition of title to or use of the WRF, or any material portion or part thereof by the action of any federal, State or local government or governmental agency;

(vii) Labor Strikes directed at VRSD or other related entities or any subcontractor(s) or supplier(s);

(viii) Miscellaneous Other Uncontrollable Circumstances, as set forth below:

1. any material change that takes place between the Effective Date and the Commencement Date that materially impacts VRSD's performance of the Services;
2. delays or denials of any licenses and approvals that are required to be maintained by VRSD in order to perform the Services;
3. the existence of a concealed or latent environmental condition at the WRF or adjoining sites;
4. contamination of the WRF from Hazardous Substances contained in groundwater, soil or air migrating from sources outside of the WRF;
5. the result of any act, error or omission of any other consultant or contractor engaged by City or its affiliates to perform services at or for the WRF during the Term;

6. the failure of any governmental body or private utility having operational jurisdiction in the area in which the WRF is located to provide and maintain utilities, telephone, internet or telecommunication services;
7. any change in title or placement of any encumbrance on the WRF;
8. the receipt of influent in the WRF other than Acceptable Influent;
9. the failure of City to proceed with and complete a Capital Improvement that VRSD determines is necessary to provide the Services, and which is verified by an independent third party approved by the City and VRSD, in this Agreement;
10. any Capital Improvement that interferes with VRSD's obligations and responsibilities under this Agreement to provide Service to City's WRF;
11. the action or inaction of any third party; and
12. without prejudice to the generality hereof, any other circumstance, cause or occurrence of any kind whatsoever beyond the reasonable control of a Party.

v. "Waste Discharge Requirements" means the WRF's effluent discharge requirements, limits and/or and parameters as set forth in the Order No. R4-2018-0022 and Cease and Desist Order No. R4-2018-0023 issued by the State of California, California Regional Water Quality Control Board, Los Angeles Region, as amended, attached hereto as Exhibit A.

w. "WRF Design Parameters" means those parameters or operational boundaries within which the Facilities were designed to treat influent of no greater characteristics set forth in Exhibit D.

x. "WRF Equipment" means all machinery, components, process-related equipment, property or assets (including pumps, screens, grit handling equipment, sludge handling equipment, chemical feed storage equipment and tank covers), parts and materials contained within the WRF which are owned or leased by City and in use at the WRF as of the Commencement Date by VRSD or City pursuant to this Agreement, all as set forth in Exhibit C.

y. "WRF Safety Defects" means conditions of the WRF that VRSD identifies to City as conditions that are required to be remedied in order for VRSD to perform the Services in compliance with the requirements of the Occupational Health and Safety and Health Act of 1970, 29 U.S.C. 15, and the corresponding federal regulations thereto.

z. [intentionally left blank]

**ARTICLE 2: RETENTION OF VRSD**

a. VRSD shall provide Services to City on the conditions hereinafter set forth. City's Public Works Director shall administer this Agreement for City. It is expressly understood that the relationship between City and VRSD is that of an independent contractor and VRSD is not, and shall not be deemed, an employee of City.

b. VRSD shall assign a Chief Plant Operator who shall be the primary liaison to City to work directly with City's Public Works Director in connection with Services to be performed under this Agreement. Such assignment shall be made by written notice to City.

c. VRSD accepts the relationship of trust and confidence established between VRSD and City by this Agreement. VRSD agrees to furnish efficient business administration, personnel services, and superintendence and to use its best efforts to perform the Services in the most expeditious and economical manner consistent with the public interest and in full compliance with Applicable Laws, Plans, Policies, and Regulations and Good Industry Practices. VRSD shall provide the Services described in Article 3 and this Agreement within the limitations of an annual budget total approved by both Parties, unless amended by mutual consent of the Parties.

d. By executing this Agreement for interim WRF staffing, operation and maintenance, VRSD represents that VRSD has:

- (i) Generally investigated and considered the scope of Services to be performed at the WRF.
- (ii) Generally considered how the Services should be performed.
- (iii) Generally understands the Facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

e. For work in Exhibit B Scope of Services, VRSD warrants that VRSD has or will investigate the entire WRF and is or will be fully acquainted with the conditions there existing, before commencing the Services hereunder. Should VRSD discover any latent or unknown conditions that may materially affect the performance of the Services, VRSD will immediately inform City of such fact and will not proceed except at VRSD's own risk until written instructions are received from City. In cases that may involve latent or unknown conditions and where VRSD informs the City of such conditions and is waiting for written instructions from the City on how, if at all, to proceed, VRSD shall not be liable for any damages, harm to the City's WRF that are caused by such latent or unknown conditions or caused by any delay in receiving the City's instructions to proceed, if at all, unless caused by VRSD.

f. The Parties acknowledge that City retains exclusive authority and budgetary discretion

relating to the funding of City WRF operation, including provision for acquiring, repairing, maintaining and replacing City's existing WRF Equipment, structures and Facilities and installation of new equipment, structures and facilities or Capital Improvements.

### **ARTICLE 3: SCOPE OF SERVICES**

3.1 VRSD agrees to provide the Services necessary for the management, operation, and maintenance of the following WRF Facilities or components, which shall include the following:

- a. Influent lift station.
- b. Primary screening.
- c. Grit removal.
- d. Influent equalization basins.
- e. Fine screening.
- f. Secondary biological nutrient removal (BNR) process.
- g. Membrane separation process.
- h. Ultraviolet disinfection process.
- i. Aerobic sludge digestion.
- j. Screw-type solids dewatering facilities.
- k. Backup generator.
- l. 14.2 acres of percolation basins for effluent disposal.
- m. Operations building with laboratory, restroom, workshop, break room, and administrative offices located over the treatment basins.
- n. Odor control.
- o. Associated mechanical piping and appurtenances, electrical systems, instrumentation, and controls systems.

3.2 Services under this Agreement are further particularized and set forth in attached Exhibit B.

3.3 Performance Standards

a. Operations Standards. VRSD shall apply Good Industry Practices to operate the WRF within the following parameters as long as influent is deemed to be Acceptable Influent:

- (i) Energy usage equal to or less than 5.650 kWh per million gallons of treated effluent between the hours of 6:00 PM and 6:00AM and 5.750 kWh per million gallons of treated effluent between the hours of 6:00 AM and 6:00 PM;
- (ii) Treated effluent to meet all requirements from WDR and CDO (Exhibit A), except for chlorides (as detailed in Exhibit A at sections 17-25 on pgs. 7-12) or other parameters outside the control of VRSD;

- (iii) No odors outside of the fence line of the facility, in addition to air quality requirements from the Ventura County Air Pollution Control District; and
- (iv) No visible trash or debris on the WRF site within the fence line.

b. Design and Construction Standards. VRSD represents and warrants that all repair, and rehabilitation activities will conform to Good Industry Practices.

c. Vendor Warranties. VRSD shall obtain warranties from all vendors and contractors providing services, materials and/or equipment under terms and conditions no less than the standards in the applicable industry and shall provide copies thereof to the City. All such warranties held by VRSD shall be automatically, and without further action by the parties, deemed transferred to the City upon completion of the work and acceptance by the City. VRSD shall use commercially reasonable efforts to assist the City in satisfying all requirements, including but not limited to maintenance obligations, of said warranties so that they remain in full force and effect for the maximum duration of the warranty and are able to be transferred to the City.

d. Material Warranties. VRSD represents and warrants to the City that materials and equipment furnished for the Facility shall be of new and good quality, that the workmanship shall be free from defects and conform to Good Industry Practices, and that the Services shall conform to the requirements of this Agreement. That portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by the City and shall promptly be repaired by VRSD on demand from the City. VRSD's warranty shall exclude normal wear and tear under normal usage. If required by the City, VRSD shall furnish satisfactory evidence as to the kind and quality of materials and equipment used or installed. Such express warranty shall continue in effect until one (1) year after completion and acceptance by the City provided that the foregoing shall not limit VRSD's obligations pursuant to this Agreement and at law. Notwithstanding the foregoing, and such warranty granted herein shall be void to the extent any defect or deficiency that results or is caused by, directly or indirectly, the delivery to the Facility of Influent that is not Acceptable Influent as defined herein.

e. Defects. VRSD shall make any and all repairs or replacements resulting from defects in materials or workmanship (other than any such defects that are the result of or are caused by, directly or indirectly, the delivery to the Facility of influent that is not Acceptable Influent). VRSD shall indemnify, defend and hold the City and the City's employees and agents harmless from all claims, liabilities, losses, costs, expenses and damages arising from any such defects during such periods. VRSD shall make the repairs and replacements required of VRSD promptly upon receipt of written notification from the City. If VRSD fails to make such repairs and replacements promptly or in the case of an emergency where VRSD is not able to immediately make such repairs or replacement, the City may repair or replace the defective element of the Facility and VRSD shall reimburse the City for the cost thereof (together with an administrative fee of ten percent (10%) of the cost of the repairs or replacement work) within ten (10) days after written demand.

#### **ARTICLE 4: AGREEMENT EFFECTIVE DATE AND TERMINATION**

4.1 Effective Date & Term. This Agreement shall commence on April 16, 2021, and shall expire on June 30, 2022. The Agreement may be extended on a month-to-month basis upon

mutual consent of Parties. Parties may extend the Agreement for another year or years by mutual agreement of the Parties or terminated as hereinafter provided.

4.2 Termination by City. City may terminate this Agreement in the event of a material default by VRSD in any of VRSD's obligations hereunder. For purposes of this Agreement, a material default shall be defined as VRSD's failure to perform any of the obligations contained in Article 3 or 7 herein or this Agreement. Such termination by City shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VRSD's receipt of written notice from City specifying the default. Termination of this Agreement because of a material default of VRSD shall not relieve VRSD from liability for such default. In case of termination of this Agreement by City for material default of VRSD, VRSD shall be entitled to amounts actually earned as of the date of the default minus costs incurred by the City resulting from the material default. City may terminate this Agreement if City and VRSD cannot agree on an annual budget for any Fiscal Year during the term of this Agreement.

4.3 Termination By VRSD. VRSD may terminate this Agreement in the event of a material default by City in any of City's Responsibilities hereunder or if cannot fulfill the terms and conditions of Section 7.2.a. For purposes of this Agreement, a material default shall be defined as City's failure to perform any of the obligations contained in Article 6 or this Agreement. Such termination by VRSD shall be effective only if the default remains uncured upon the expiration of sixty (60) days after City's receipt of written notice from VRSD specifying the default. Termination of this Agreement because of a material default of City shall not relieve City from liability for such default.

## **ARTICLE 5: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES**

5.1 Operational Costs. City shall pay to VRSD the entire cost of performing the Services within the Base Monthly Fee which shall not exceed \$240,000 a quarter (*i.e.*, 13 weeks), unless amended and agreed to by the City. VRSD's rate schedules are attached as Exhibits D and E, and subject to adjustment annually. City shall be billed only for costs incurred, which may include, from time to time, the mutually agreeable cost of subcontractors needed for the operation and maintenance of the WRF. City shall not be billed for costs exceeding the total budgeted amount, except for the subcontractor situation noted above, and VRSD shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in City's approved budget. A budget shall be adopted by both Parties following annual review and consultation and each succeeding budget total shall become a part of this Agreement. For the purpose of this Agreement, the entire cost to City for VRSD Services shall include:

- a. For personnel services, the VRSD billing rate associated with the classification of each individual performing a Service or Services, as shown in the jointly adopted budget and associated billing rate schedule for each effected fiscal year.

- b. For services and supplies, the actual cost of the materials and services purchased, to which overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive Fiscal Year this Agreement is in effect. VRSD shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.
- c. For equipment and machinery, the VRSD billing rate associated with the equipment or machinery used, as shown in the jointly adopted budget and associated billing rate schedule.

## 5.2 Compensation for Services

- a. On or before the tenth (10th) day following the end of any month for which payments are required to be made under this Agreement (“Billing Period”), VRSD shall mail to City a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, City shall present payment to VRSD for full amount of such undisputed fees.
- b. If City disputes any amount billed by VRSD in any billing statement, City shall nonetheless pay the undisputed amount and shall mail to VRSD detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. If City and VRSD are not able to resolve such dispute within twenty (20) days after City’s objection, either party may pursue legal remedies in accordance with the dispute resolution procedures in this Agreement.
- c. If payment in full of any undisputed bill rendered by VRSD is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. VRSD shall also be entitled to recover its reasonable expenses, including attorneys fees, incurred in obtaining payment of any undisputed and unpaid balance hereunder. City may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.
- d. City may order changes in the Services within the general scope of this Agreement, consisting of additions, deletions or other revisions, and the contract price will be adjusted accordingly. All such changes must be authorized in writing, executed by VRSD and City. The cost or credit to City resulting from changes in the Services will be determined in accordance with written agreement between the Parties.
- e. City and VRSD acknowledge and agree that VRSD may bill the costs of any subcontractor mutually agreed to by the Parties needed to help VRSD with WRF operation or maintenance services to the City for payment in accordance with 5.2.a. above.

### 5.3 Existing Fixed Assets

All WRF Equipment, including, but not limited to, existing City fixed assets, rolling stock, inventory and supplies of and accessory to the WRF are and will remain the property of City. VRSD is acting solely as an agent on behalf of City in the acquisition, use, and disposition of fixed assets, rolling stock, inventory and supplies of and accessory to the WRF. VRSD shall not enter into contracts or purchase orders for acquisition or disposal of WRF Equipment or City fixed assets without prior approval of City.

### 5.4 Record-Keeping and Records

VRSD shall maintain all accounting and record keeping in conformance with generally accepted accounting principles and all applicable laws and regulations.

### 5.5 Examination of Records

The Parties agree that the Parties shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of the other party and of all the transactions relating to this Agreement.

### 5.6 Prevailing Wages

a. VRSD is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). VRSD agrees to fully comply with such Prevailing Wage Laws. VRSD shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon VRSD and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Sections 1777.5 and 1777.6), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, VRSD and all subconsultants performing such Services must be registered with the Department of Industrial Relations. VRSD shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be VRSD’s sole responsibility to comply with

all applicable registration and labor compliance requirements.

## **ARTICLE 6: CITY'S RESPONSIBILITIES**

6.1 Documentation. Prior to commencement of this Agreement and throughout the term of this Agreement, City shall provide VRSD, without charge, all information available to and in possession of the City regarding any work performed by City or others in connection with the WRF, including but not limited to: pertinent maps, diagrams, reports, samples, test results, plans and specifications, necessary legal and regulatory information, etc., which is required in connection with the performance of Services under this Agreement.

6.2 Equipment. City shall provide to VRSD, for VRSD's sole and exclusive use, a list of all WRF Equipment. Within 120 days after the Commencement Date, VRSD shall complete a list of all WRF Equipment which shall be attached as Exhibit F and submit as copy to City. Unless otherwise provided in this Agreement, City shall, during the Term of this Agreement, be solely responsible for the cost of replacing the City's WRF Equipment as reasonably determined by VRSD to be necessary for the operation of the WRF except to the extent caused by the negligence or willful misconduct of VRSD. Notwithstanding any other provision in this Agreement, VRSD shall not be liable for any WRF Equipment failure, malfunction or breakdown that occurs during the 120 day time period needed for VRSD to complete its WRF Equipment list.

6.3 Permits and Licenses. City shall, at its sole cost and expense obtain and maintain all Permits required to operate the WRF, including but not limited to those listed in Exhibit E. Notwithstanding the foregoing to the contrary, VRSD shall obtain and maintain at all times during the Term and any subsequent extensions thereof, at its sole cost and expense, any and all necessary Permits and certifications VRSD requires in order to perform the Services.

6.4 Capital Improvements. City shall, at its sole cost and expense, be responsible for any and any all Capital Improvements expenditures to the WRF for compliance with Applicable Laws, Plans, Policies and Regulations and within Design Parameters. VRSD shall submit, for City's approval, Capital Improvement expenditures prior to incurring any such expense. Each request for approval will identify the reason and estimated costs for the expenditure. Notwithstanding anything to the contrary in this Section 6, VRSD shall have the right, in emergency situations, to authorize the expenditure of monies for Capital Improvements where the failure to do so would have an adverse effect, as determined by VRSD, on the WRF Facilities or the City WRF Equipment. In such an emergency situation, VRSD shall contact the City immediately. VRSD shall participate in the City's annual budgeting process and, based on industry standards and their experience operating wastewater facilities, will make a good faith effort to identify and assist in budgeting for Capital Improvements to be performed by the City. VRSD may be directed by the City to perform Capital Improvements, as mutually agreed upon. This out of scope cost will be based on actual equipment, material, subcontractor costs, VRSD standard hourly rates (per Exhibit E), and maximum 15% administrative fees assigned to materials, equipment, outside professional services (other than those provided by VRSD), and other direct costs which shall include, but not be limited to additional insurance, consultant costs, and subcontractor costs.

6.5 Representations. City hereby represents and warrants to VRSD as follows:

- a. City is a municipal corporation duly created and existing pursuant to the laws of the State of California. City has the requisite power and authority to enter into this Agreement.
- b. As of the Commencement Date, City will have obtained all requisite approvals for the budgeting of the payment for the VRSD operational costs and compensation for Services for the first year of the Term, with an allocation and established line-item for the collective VRSD Service Fee to be paid to VRSD for the remainder of the Term.
- c. City has the legal capacity and authority to assess rates for the supply of wastewater services to customers of the Facilities.
- d. City has enacted, or will have enacted by the Commencement Date, all municipal laws, ordinances, or regulations necessary for the performance of this Agreement. City shall establish rates and fees for sewer services, which such rates and fees shall be sufficient to ensure compensation to VRSD for the Services to be performed hereunder and to maintain the WRF in good working order to comply with Applicable Laws, Plans, Policies, and Regulations.
- e. By executing this Agreement, City represents to VRSD that the City's WRF is generally in good condition and compliant with Applicable Laws, Plans, Policies, and Regulations for the operation of these systems. Parties further acknowledge and agree that the WRF's condition and compliance with Applicable Laws, Plans, Policies, and Regulations is subject to Los Angeles Regional Water Quality Control Board Cease and Desist Order No. R4-2018-0023 and pending variances from the Ventura County Air Pollution Control District Hearing Board.

**ARTICLE 7: INSURANCE**

7.1 VRSD, at its sole discretion, shall determine the method to be used in the management of its risk associated with providing Services to the WRF. VRSD shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or similar insurance carrier or a combination of both self-insurance or insurance company so long as it provides certificates of insurance to City in amounts not less than those specified below:

- a. Workers' Compensation and Employer's Liability in accordance with applicable laws or \$4,000,000 coverage limit.
- b. General & Automobile Liability with combined single limit of \$5,000,000 for bodily injury, death or property damage.
- c. Professional Liability with a coverage limit of \$1,000,000.

7.2 a. If City requires VRSD to have Pollution Liability coverage of any specified amount on a per claim or occurrence basis, City shall inform VRSD in writing of this requirement within 60 days of the Commencement of this Agreement. If City requires such insurance coverage from VRSD, City agrees to indemnify, defend and hold harmless VRSD, its officials, officers, agents, representatives, consultants, contractors, directors, and employees from any and all pollution

related claims, losses, damages, actions, enforcement actions, regulatory actions or lawsuits from the Commencement of this Agreement until such time as VRSD may obtain such City-required insurance coverage, but in no event shall this indemnification, defense and hold harmless period exceed 180 days from the Commencement date. This provision shall be in addition to section 8.1.b. below and shall not be construed otherwise.

b. VRSD may include the cost of securing and maintaining all insurance coverages set forth in Sections 7.1, 7.2.a. and 7.4 in its monthly billing to the City for payment of Operational Costs and Compensation for Services in Article 5. Such insurance costs shall be in addition to VRSD's Operational Costs. And City agrees to pay such insurance costs in accordance with its payment obligations in Article 5.

7.3 VRSD may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on VRSD's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by VRSD prior to commencement of work under this Agreement and VRSD shall maintain insurance acceptable to the City for the duration of the Agreement. These certificates shall name City and its officers, officials, employees, agents, volunteers as Additional Insureds and contain a provision that coverage afforded under the policies will not be canceled until at least 30 days' prior written notice has been given to City. Coverage provided by VRSD shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. If applicable, VRSD shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage.

7.4 Professional liability coverage will be on an occurrence basis.

## **ARTICLE 8: HOLD HARMLESS & INDEMNIFICATION**

8.1 a. By VRSD: VRSD shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors and their respective agents, servants, directors, officers and employees, for, from and against any and all Damage or Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plans, Policies and Regulations (b) any act, error or omission of VRSD (or its employees, agents or contractors engaged directly by VRSD) in connection with or respect to the performance of the VRSD Services or the performance of any of its obligations hereunder; (c) VRSD's release, transportation, migration, generation, treatment, processing, storage, use, discharge or disposal of any Hazardous Materials (collectively, "Discharge") in, on or under, the WRF Facilities, or the condition of any existing Hazardous Materials made worse, in each case by VRSD; (d) the breach by VRSD of any other obligation hereunder including the breach by VRSD of any warranties or representations made or given in, or pursuant to, or in connection with this

Agreement; (e) any claim that the VRSD Services constitute an infringement on rights claimed by third parties; (f) employees, subcontractors, or agents filing of an employment and/or workers' compensation claim; or (g) any execution, lien, levy, garnishment or other claim made or filed by a third party, whether or not arising from the VRSD Services, against a the City, City indemnitee or the Facilities except such Claim caused by the sole negligence or willful misconduct of the City. VRS agrees to defend, at its sole cost and expense, the City in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. VRSD shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of the City, such consent not to be unreasonably withheld or delayed. The City shall reasonably cooperate in the defense as VRSD may request. The City shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

b. By the City: The City shall indemnify, defend and hold harmless VRSD, its agents, servants, directors, officers and employees, for, from and against any and all Damages whether arising prior to, or after the execution or termination of this Agreement ("Claim"), resulting or arising, directly or indirectly, from: (a) any violation of Applicable Law, Plan, Policies and Regulations, resulting or arising, directly or indirectly, from: (b) any act, error or omission of the City (or its officials, officers, employees, agents, representatives, consultants, contractors and subcontractors (other than VRSD) engaged directly by the City) in connection with or respect to the performance of any of its responsibilities and obligations hereunder; (c) the breach by the City of any warranties or representations made or given in, or pursuant to, or in connection with the Agreement; (d) the breach by the City of any other obligation hereunder; or (e) any Discharge of any Hazardous Materials in, on or under, the Facilities, or the condition of any existing Hazardous Materials made worse, in each case by the City. The City agrees to defend, at its sole cost and expense, VRSD in any action or proceeding arising out of any such Claim and to pay promptly all costs and expenses arising in connection with such defense, including attorneys' and expert witnesses' fees. The City shall retain complete control of the defense and settlement of any such Claim, provided that no settlement of an indemnified Claim shall be made without the consent of VRSD, such consent not to be unreasonably withheld or delayed. VRSD shall reasonably cooperate in the defense as the City may request. VRSD shall have the right to participate in the defense against the indemnified Claims with counsel of its choice at its own expense.

8.3 Comparative Negligence. If both VRSD and the City are found by an independent fact finder to be negligent, and the negligence of both is the proximate cause of such claim for Damages, then, in that event, each party shall be responsible for the portion of the liability equal to such party's comparative share of the total negligence subject, however, to any comparative fault laws of the governing jurisdiction to the contrary.

8.4 Qualifications; Limitation of Liability. Except as set forth above, a party's liability for indemnity under this Agreement shall not be limited in any way by any restriction on the amount or types of Damages (including, by way of illustration only, compensation or benefits payable by or for such party or its subcontractors under any worker's compensation laws or by any limits of any insurance required to be maintained hereunder) and such limitations are hereby waived. This

indemnity shall apply without regard to whether a public or private claimant asserts a Damage and whether in an investigative, judicial or administrative proceeding, civil or criminal.

**8.5** Parties understand and agree that the foregoing provisions regarding mutual indemnification will survive termination of this Agreement.

#### **ARTICLE 9: MODIFICATION OF TERMS AND ENTIRE AGREEMENT**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

#### **ARTICLE 10: ASSIGNMENT**

Neither party shall assign nor transfer its interest in this Agreement without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

#### **ARTICLE 11: ARTICLE HEADINGS/CAPTIONS**

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

#### **ARTICLE 12: PARTIAL INVALIDITY/SEVERABILITY**

If any term, covenant, condition, or provision of this contract is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 13: COUNTERPARTS**

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

#### **ARTICLE 14: NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to and shall not confer upon any other person, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

#### **ARTICLE 15: UNCONTROLLABLE CIRCUMSTANCES**

15.1 Relief from Obligations. Except as expressly provided under the terms of this Agreement, neither party shall be liable to the other for any loss, damage, delay, default or failure

to perform any obligation to the extent it results from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but no other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances. City shall pay the VRSD operational costs and compensation for Services during the continuance of any Uncontrollable Circumstance, adjusted to account for any cost reductions achieved through VRSD mitigation measures required by subsection (B) of this Section, as well as for any cost increases or monies previously accrued to which VRSD is entitled under this Section.

15.2 Notice. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (a) the Uncontrollable Circumstance and the cause thereof (to the extent known); and (b) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected.

15.3 Mitigation. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (a) the amount, if any, by which the VRSD operational costs and compensation for Services is proposed to be adjusted as a result of such Uncontrollable Circumstance; (b) any areas where costs might be reduced and the approximate amount of such cost reductions; and (c) its estimated impact on the other obligations of such party under this Agreement. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

## **ARTICLE 16: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

### **To City:**

CITY OF SANTA PAULA  
P.O. Box 569

Santa Paula, CA 93061  
Attn: Clete Saunier, Public Works Director

**To VRSD:**

VENTURA REGIONAL SANITATION DISTRICT  
1001 Partridge Drive, Suite 150  
Ventura, CA 93003-0704  
Attn: Chris Theisen, General Manager

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

**ARTICLE 17: NO WAIVER**

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive either Party of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 18: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this agreement shall be County of Ventura Superior Court.

**ARTICLE 19: DISPUTE RESOLUTION**

The Parties shall endeavor to resolve all claims and disputes in a timely fashion and in good faith through direct discussions by the Parties and their respective representatives who shall possess the authority to resolve such disputes.

Claims, disputes, or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to any binding dispute resolution or settlement. The parties shall select one (1) mutually agreeable disinterested third party ("Mediator") with expertise in the development and construction of similar projects, and the Parties and the Mediator shall agree upon the dates, times, locations, and manner of proceeding with such process. The Parties shall share the Mediator's fee and any filing fees equally. The mediation shall be held in the County of Ventura, unless another location is mutually agreed upon.

Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon. Any litigation or other dispute resolution proceedings arising from or related to performance of this Agreement shall be filed and adjudicated in Ventura County,

California.

**ARTICLE 20: SUBCONTRACTORS**

VRSD shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signature Page to Follow]*

**SIGNATURE PAGE FOR AGREEMENT FOR WATER & WASTEWATER FACILITY  
OPERATION, MANAGEMENT & MAINTENANCE BETWEEN  
CITY OF SANTA PAULA  
AND  
VENTURA REGIONAL SANITATION DISTRICT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written.

**VENTURA REGIONAL  
SANITATION DISTRICT**

By \_\_\_\_\_  
Jim Friedman, Chairman of the  
Board of Directors

**APPROVED AS TO FORM:  
ARNOLD LAROCHELLE MATHEWS  
VANCONAS & ZIRBEL, LLP**

By \_\_\_\_\_  
Robert N. Kwong  
Legal Counsel for DISTRICT

**CITY OF SANTA PAULA**

By \_\_\_\_\_

**APPROVED AS TO FORM  
BEST, BEST & KRIEGER**

By \_\_\_\_\_  
John Cotti  
City Attorney

List of Exhibits:

- A. WDR/CDO
- B. Scope of Services
- C. WRF Design Parameters
- D. VRSD Hourly Billable Rates FY 2021 and FY 2022
- E. VRSD Water & Wastewater ISF Equipment and Charges FY 2021

**Los Angeles Regional Water Quality Control Board**

February 15, 2018

Michael Rock, City Manager  
City of Santa Paula  
970 Ventura Street  
Santa Paula, CA 93061

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
CLAIM NO. 7017 1450 0002 1559 0539

**WASTE DISCHARGE REQUIREMENTS ORDER NO. R4-2018-0022 AND CEASE AND DESIST ORDER NO. R4-2018-0023 FOR SANTA PAULA WATER RECYCLING FACILITY (SPWRF) – CITY OF SANTA PAULA (FILE NO. 06-189, CI NO. 9259, GLOBAL ID WDR100000849)**

Dear Mr. Rock:

Our letter of February 5, 2018, transmitted the second revised tentative Waste Discharge Requirements and Cease and Desist Order (WDRs/CDO) for the Santa Paula Water Recycling Facility – the City of Santa Paula.

Pursuant to Division 7 of the California Water Code, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) at a public meeting held on February 8, 2018, reviewed the second revised tentative WDRs/CDO, considered all factors in the case, and adopted WDRs Order No. R4-2018-0022 and CDO No. R4-2018-0023 (copies enclosed) relative to this discharge. The adopted WDRs/CDO will be posted on the Regional Board's website at:

[http://www.waterboards.ca.gov/losangeles/board\\_decisions/adopted\\_orders/](http://www.waterboards.ca.gov/losangeles/board_decisions/adopted_orders/)

The City of Santa Paula shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all reports required under the WDRs/CDO, including groundwater monitoring data, discharge location data, and searchable Portable Document Format of monitoring reports to the State Water Resources Control Board GeoTracker database under Global ID WDR100000849.

If you have any questions, please contact the Project Manager, Dr. Don Tsai at (213) 620-2264 ([Don.Tsai@waterboards.ca.gov](mailto:Don.Tsai@waterboards.ca.gov)), or me at (213) 576-6683 ([Eric.Wu@waterboards.ca.gov](mailto:Eric.Wu@waterboards.ca.gov)).

Sincerely,



Eric Wu, Ph.D., P.E.  
Chief of Groundwater Permitting Unit

Enclosures:

1. Waste Discharge Requirements Order No. R4-2018-0022
2. Attachments A to E
3. Cease and Desist Order No. R4-2018-0023

cc (via email):

Mr. John Ilasin – City of Santa Paula  
Mr. Jim Kuykendall – Stantec  
Ms. Ashli Desai – Larry Walker Associates  
Ms. Stephanie Medina, Heal the Bay  
Mr. William C. Stratton, County of Ventura Environmental Health Division  
Mr. Jeff Pratt, Ventura County Public Works Agency  
Mr. Chris Theisen, Ventura Regional Sanitation District  
Mr. Mauricio E. Guardado, United Water Conservation District  
Department of Fish and Game, Region 5  
Ventura County Waterworks District 16  
Mr. Donald Westerdale  
Mr. David Lippert  
Mr. Norman Bigott  
Ms. Kate Neiswender  
Ms. Katherine Malzacher  
Dr. Edo McGowan  
Mr. David W. Rowlands, City of Fillmore

# CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LOS ANGELES REGION

320 West 4<sup>th</sup> Street, Suite 200, Los Angeles, California 90013  
(213) 576-6660 • Fax (213) 576-6640  
<http://www.waterboards.ca.gov/losangeles/>

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**ORDER NO. R4-2018-0022**  
**FILE NO. 06-189**  
**CI NO. 9259**

## **WASTE DISCHARGE REQUIREMENTS FOR CITY OF SANTA PAULA (SANTA PAULA WATER RECYCLING FACILITY)**

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) finds:

### **PURPOSE OF ORDER**

1. The City of Santa Paula (City or Discharger) is the owner of the Santa Paula Water Recycling Facility (SPWRF), a Publicly-Owned Treatment Works (POTW), located at 920 Corporation Street in Santa Paula, California (Figure 1). The SPWRF, currently operated by American Water, discharges tertiary-treated wastewater to groundwater via three percolation ponds adjacent to the facility.
2. The City was previously regulated under Waste Discharge Requirements (WDRs) contained in Order No. R4-2007-0028, adopted by this Regional Board on May 3, 2007. The Regional Board amended Order No. R4-2007-0028 three times as follows:
  - A. Order No. R4-2010-0074, adopted by this Regional Board on May 6, 2010, required that effluent discharged to percolations ponds shall not exceed 2.6 million gallons per day (MGD).
  - B. Order No. R4-2007-0028-R02, adopted by this Regional Board on February 2, 2012, incorporated pretreatment program requirements and corresponding monitoring requirements.
  - C. Order No. R4-2007-0028-R03, adopted by this Regional Board on April 6, 2017, extended the expiration date of Order No. R4-2007-0028 from May 3, 2010 to December 15, 2017 or upon future issuance of new or revised WDRs.
  - D. Order No. R4-2007-0028-R04, adopted by this Regional Board on December 21, 2017, extended the expiration date of Order No. R4-2007-0028 from December 15, 2017 to March 31, 2018 or upon future issuance of new or revised WDRs.
3. On October 1, 2015, the Regional Board directed the City to submit a Report of Waste Discharge (ROWD) for application of renewal of the City's WDRs to discharge treated wastewater from the SPWRF to the percolation pond. On December 5, 2015, the City filed its ROWD for the SPWRF.

4. To verify the information provided in the ROWD, Regional Board staff conducted inspections of the SPWRF on December 8, 2015 and December 28, 2016, including the wastewater treatment processes, percolation ponds, and groundwater monitoring wells.
5. The purpose of this Order is to renew WDRs for the City's SPWRF. This Order includes updates to effluent limitations, groundwater limitations, and Monitoring and Reporting Program (MRP) CI No. 9259 to ensure that the City's discharge of waste complies with water quality objectives set forth in the *Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties* (Basin Plan) and is protective of beneficial uses.

**BACKGROUND**

6. Before 2010, the City's wastewater was treated at the Santa Paula Wastewater Reclamation Plant (Plant), which discharged the treated wastewater to the Santa Clara River. That discharge was regulated by a National Pollutant Discharge Elimination System (NPDES) permit. Due to the age of the Plant, which was built in 1939, the City was unable to comply with the effluent limitations for biological oxygen demand (BOD), total suspended solids (TSS), turbidity, bacteria, residual chlorine, nitrate-nitrite, sulfate, and toxicity, as set forth in its NPDES permit. More than 3,000 violations at the Plant lead the Regional Board to engage in settlement discussions with the City, resulting in a Stipulated Consent Judgment and Final Order in 2007. The City chose to build a new treatment plant, the SPWRF, to discharge to groundwater through percolation ponds. The City was required to complete construction of the new SPWRF by September 15, 2010 and be in full compliance with WDRs set forth in Order No. R4-2007-0028 by December 15, 2010.
7. Construction of the SPWRF began in July 2008 and was completed in December 2009. The SPWRF began accepting partial flow in April 2010 and then accepted all flow from the City in May 2010. The Plant built in 1939 was thereafter decommissioned.
8. According to the United States Census Bureau, approximately 19% of the population in the City have income levels below the poverty line, and approximately 25% of area in the City is categorized as a disadvantage community (less than 80% of the State's median household income) or a severely disadvantaged community (less than 60% of the State's median household income). The average sewer fee assessed for a single family was about \$88, based on the City's *2014 Water and Sewer Rate Study Results*.
9. Drinking water supplied to the City is produced from deep wells including Well 1-B, Well 11, Well 12, Well 13, and Well 14, which are owned and operated by the Water Division of the City and produce up to 10.6 MGD. Water produced at all five wells between 2010 and 2016 complied with all primary state and federal drinking water standards. Table 1 summarizes drinking water test results for total dissolved solids (TDS), sulfate, chloride, and boron from the City's 2010-2016 Annual Water Quality Reports, as compared to the groundwater quality objectives (GQOs) set forth in the Basin Plan.

Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)				
Period	TDS	Sulfate	Chloride	Boron
2010	941	440	43	0.53
2011	918	428	41	0.54

<b>Table 1 – Drinking Water Quality (milligrams/Liter, mg/L)</b>				
<b>Period</b>	<b>TDS</b>	<b>Sulfate</b>	<b>Chloride</b>	<b>Boron</b>
<b>2012</b>	964	442	42	0.52
<b>2013</b>	693	208	47	0.52
<b>2014</b>	975	420	42	0.54
<b>2015</b>	941	405	44	0.47
<b>2016</b>	981	440	48	0.55
<b>GQOs</b>	<b>2000</b>	<b>800</b>	<b>110</b>	<b>1.0</b>

**CURRENT FACILITY AND TREATMENT PROCESS DESCRIPTION**

**10. SPWRF and Vicinity**

- A. The SPWRF (34° 19' 56.3" N, 119° 04' 57.2" W) is sited on a 50-acre parcel along Calpipe Road and Todd Lane in Santa Paula, California (Figure 1). The SPWRF is approximately 1,200 feet southeast of Highway 126, approximately 1,000 southwest of Shell Road, and approximately 1,300 feet northwest of the Santa Clara River.
- B. The SPWRF is located over the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4) (Figure 2).

**11. SPWRF Treatment**

- A. The SPWRF treats wastewater generated within the City and is designed for a flow of 4.2 MGD. Based on the discharge records between July 2010 and June 2017, the monthly average effluent discharged from the SPWRF ranged between 1.36 and 2.44 MGD, with an average of 1.86 MGD.
- B. The wastewater treatment process at the SPWRF (See Figure 3 for process flow schematic) consists of preliminary treatment (coarse and fine mechanical screening and grit removal at the Influent Lift Station), flow equalization (two flow equalization tanks), secondary treatment (three aeration tanks with nitrification and denitrification activated sludge), tertiary treatment (six biomembrane reactors, providing further carbonaceous oxidation, nitrification/denitrification and solids removal to meet the limits of the WDRs), and disinfection (UV). Treated and disinfected effluent is discharged to three percolation ponds (Figure 4). The returned activated sludge is treated at two of three aerobic digesters (one aerobic digester is for backup) after being thickened at two thickeners. The solids generated at the aerobic digesters receive final dewatering at the screw dewatering press. Final solids meeting the United States Environmental Protection Agency (USEPA) Class B reuse standards are sent to the Ventura County Regional Bio-Solids facility.
- C. The SPWRF was not designed to remove chloride. Since the SPWRF has no ability to remove chloride, chloride is passed through to the effluent and then groundwater via discharges to the percolation pond.

- D. The City owns and operates the sewer collection system, which conveys domestic, commercial, and industrial wastewater to the SPWRF. Two industrial users within the City are Aurora Casting (metal foundry) and Saticoy Lemon (lemon packing house). The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of the sewer collection system. The City has been implementing an industrial wastewater Pretreatment Program for the SPWRF, which has been approved by the USEPA and the Regional Board.
- E. Percolation Ponds
  - i. The three percolation ponds were built on approximately 34 acres of agriculture land (Figure 4) and are located along Todd Lane in the Santa Clara-Santa Paula Groundwater Basin area.
  - ii. The Regional Board classified the discharge to the percolation pond as a discharge of treated wastewater to land that is subject to WDRs.
  - iii. A hydrologic model completed by the City in 2008 indicated that the percolation pond have a maximum discharge capacity of 2.6 MGD during wet years. Therefore, the allowable discharge of the SPWRF was reduced from 8 MGD to 2.6 MGD in Order No. R4-2010-0074 (amending Order No. R4-2007-0028).

**GROUNDWATER DEPTH AND MONITORING WELLS**

- 12. Depth to groundwater within the shallow aquifer at the site ranges from approximately 15 to 49 feet below ground surface. Groundwater gradients generally appear to parallel the ground surface, gently sloping downward to the southwest. During wet years, groundwater may rise to within 10 to 11 feet below ground surface in the area along the Santa Clara River.
- 13. The City owns and currently samples eight (8) groundwater monitoring wells, including MW-1, MW-2a, MW-3, MW-4, MW-5, MW-6, MW-7a, and MW-8 (shown on Figure 4). Per Section IV.C.3 of the Monitoring and Reporting Program (MRP) (Attachment E), the City will be proposing a modified groundwater monitoring network. Upon approval by the Executive Officer, the modified groundwater monitoring network will be used to determine compliance with the groundwater limitations in this Order, demonstrate that the discharge via percolation ponds does not cause mounding of groundwater, and to generally monitor the change of groundwater quality to ensure that the discharge does not cause adverse impacts to groundwater.

**COMPLIANCE HISTORY**

- 14. Based on data collected from July 2010 to June 2017, the City had the following number of exceedances recorded in the effluent and groundwater at the SPWRF, which are identified in Table 2.

Table 2 – Number of Exceedances Recorded in Effluent and Groundwater		
Pollutants	Effluent	Groundwater
Chloride	84	174
Di(2-ethyl)phthalate	1	---

<b>Table 2 – Number of Exceedances Recorded in Effluent and Groundwater</b>		
<b>Pollutants</b>	<b>Effluent</b>	<b>Groundwater</b>
<b>Dioxin</b>	1	---
<b>Total nitrogen</b>	1	---
<b>Nitrate plus nitrite</b>	---	1
<b>Sulfate</b>	---	1
<b>chromium</b>	---	5
<b>Aluminum</b>	---	10
<b>Nickel</b>	---	1
<b>Boron</b>	---	1

Multiple effluent and groundwater limitations were exceeded during the period between the 2nd quarter of 2010 and the 3rd quarter of 2011. Beginning with the 4<sup>th</sup> quarter of 2011, the City had met all effluent limitations except for chloride. As previously noted, the SPWRF was not designed to remove chloride. The monthly effluent chloride concentration ranged from 125 to 166 mg/L and continuously exceeded the effluent chloride monthly average of 110 mg/L. Table 3 summarizes the annual average chloride concentrations in the SPWRF effluent.

<b>Table 3 – Annual Average Chloride Concentrations<sup>[1]</sup> (mg/L) in SPWRF Effluent</b>	
<b>2010</b>	156
<b>2011</b>	153
<b>2012</b>	149
<b>2013</b>	155
<b>2014</b>	145
<b>2015</b>	134
<b>2016</b>	137
<b>2017 (Jan – Jun)</b>	141
<b>Range<sup>[2]</sup></b>	<b>144.4 ± 8.2</b>

**Table Notes:**

- [1] All data collected from grab samples.
- [2] Data range is based on one standard deviation.

15. Table 4 summarizes the groundwater annual average chloride concentration before and after the SPWRF began discharging via the percolation pond. The annual average chloride groundwater concentration was 108 mg/L at the downgradient water supply Well AW03 prior to initiation of discharge at the percolation pond in 2010. After the SPWRF began discharging to the percolation pond, the annual average chloride groundwater concentration increased to 135 mg/L at Well AW03. Monitoring data from the upgradient groundwater monitoring Well MW-3 indicates an annual average chloride groundwater

concentration of 100 mg/L. This information suggests that the background groundwater chloride concentration was around 100 mg/L. Groundwater chloride concentrations at the downgradient groundwater monitoring Well MW-5 have been recorded between 135 and 155 mg/L, with an average of 142 mg/L. This data closely aligns with the SPWRF's effluent chloride concentration of approximately 144 mg/L (Table 3). The groundwater and effluent data indicate that the chloride discharges from the SPWRF have impacted, and continue to impact, the receiving groundwater quality in the vicinity of the SPWRF.

<b>Table 4 – Annual Average Chloride Concentration<sup>[1]</sup> in Groundwater (mg/L)</b>			
<b>Period</b>	<b>Downgradient MW-5<sup>[2]</sup></b>	<b>Downgradient 03N21W21G03S<sup>[3]</sup></b>	<b>Upgradient MW-3<sup>[4]</sup></b>
<b>Prior to Discharge from SPWRF</b>			
<b>2003</b>	---	113	---
<b>2004</b>	---	111	---
<b>2005</b>	115	117	92
<b>2006</b>	114	112	88
<b>2007</b>	108	110	85
<b>2008</b>	87	100	78
<b>2009</b>	74	92	96
<b>Range<sup>[5]</sup></b>	<b>99.6 ± 16.3</b>	<b>107.9 ± 8.6</b>	<b>87.8 ± 6.1</b>
<b>After Discharge from SPWRF</b>			
<b>2010 (Jul – Dec)</b>	145	138	93
<b>2011</b>	145	146	112
<b>2012</b>	153	135	87
<b>2013</b>	155	136	103
<b>2014</b>	135	129	115
<b>2015</b>	136	129	108
<b>2016</b>	135	134	103
<b>2017 (Jan – Jun)</b>	121	131	82
<b>Range<sup>[5]</sup></b>	<b>142.4 ± 17.6</b>	<b>134.0 ± 6.7</b>	<b>100.2 ± 15.2</b>

**Table Notes:**

- [1] All data collected from grab samples.
- [2] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-5 with screen intervals of 42 to 62 feet, located approximately 50 feet downgradient from Percolation Pond 3.
- [3] Water supply Well AW03 is owned and operated by a private entity. This well is located approximately 300 feet southwest of Well MW-5. The screen intervals of Well AW03 are from 80 to 120 below surface grade. Water produced at this well is used for agricultural irrigation only.

- [4] Data were averaged from samples collected at the City-owned groundwater monitoring Well MW-3 with screen intervals of 25 to 45 feet, located approximately 1,800 feet upgradient from Percolation Pond 1.
  - [5] Data range is based on one standard deviation.
16. The Regional Board issued three Notices of Violation (NOVs) to the City, dated November 3, 2011, December 30, 2014, and March 20, 2017, for exceedances of the chloride effluent and groundwater limitations in Order No. R4-2007-0028. These NOVs required the City to implement corrective and preventative actions to bring the City's discharge to full compliance with the chloride effluent limitation and receiving water requirements specified in Order No. R4-2007-0028.

**PLAN FOR CHLORIDE COMPLIANCE**

17. The City's efforts to reduce the chloride concentration in the influent to the SPWRF are summarized below:
- A. The City identified that the influent to the SPWRF contains brine with elevated chloride concentration from Self-Regenerating Water Softeners (SRWS). There are approximately 1,250 residential SRWS used in the City.
  - B. On September 5, 2006, the City established Ordinance No. 1160 prohibiting the installation or replacement of residential SRWS.
  - C. On June 22, 2015, the City adopted Resolution No. 6918 approving a SRWS Buyback and Incentive Program. This program offers a financial incentive to residents to voluntarily remove SRWS. A Kick-Off SRWS Buyback event was held on September 19, 2015. The removal of SRWS under this program began in October 2015. As of September 30, 2017, 255 of the approximately 1,250 SRWS have been removed. Table 5 summarizes the progress of SRWS removal by comparing the monthly average chloride concentration in the effluent compared to the accumulated number of SRWS removed. A reliable decreasing trend for chloride has not been observed in the effluent.

<b>Period</b>	<b>Accumulated Number of SRWS Removed</b>	<b>Effluent (mg/L)</b>
<b>April 2015</b>	0	135
<b>May 2015</b>	0	134
<b>June 2015</b>	0	132
<b>July 2015</b>	0	136
<b>August 2015</b>	0	134
<b>September 2015</b>	0	129
<b>October 2015</b>	23	132
<b>November 2015</b>	46	133

<b>Table 5 – Monthly Average Chloride Concentration<sup>[1]</sup> in Effluent Compared to Accumulated Number of SRWS Removed</b>		
<b>Period</b>	<b>Accumulated Number of SRWS Removed</b>	<b>Effluent (mg/L)</b>
December 2015	58	129
January 2016	74	146
February 2016	83	139
March 2016	96	138
April 2016	106	137
May 2016	115	138
June 2016	122	138
July 2016	125	134
August 2016	135	125
September 2016	158	133
October 2016	166	142
November 2016	196	140
December 2016	200	141
January 2017	220	146
February 2017	228	157
March 2017	233	143
April 2017	236	131
May 2017	243	134
June 2017	244	134
July 2017	247	129
August 2017	254	125
September 2017	255	129
<b>Monthly Range<sup>[2]</sup></b>	<b>---</b>	<b>136.4 ± 7.4</b>

**Table Notes:**

- [1] All data collected from grab samples.
- [2] Data range is based on one standard deviation and results from data collected between October 2015 and September 2017.

18. To address the City's chloride exceedances in the effluent and groundwater, the Regional Board required the City to submit a Chloride Reduction Workplan. Board staff also met with the City on several occasions to discuss the City's chloride exceedances. A summary of these events are as follows:

- A. On December 19, 2013 and May 11, 2015, the Regional Board met with the City to discuss its Chloride Reduction Workplan. The City's Chloride Reduction Workplan includes the following tasks:
    - i. Prohibit SRWS installations or replacements;
    - ii. Implement a SRWS Buyback Program;
    - iii. Implement a Recycled Water Program to reduce effluent discharged to the three percolation ponds; and
    - iv. Implement Supplemental Strategies, if needed, including advanced treatment (e.g. reverse osmosis) and disposal of brine.
  - B. On January 28, 2016, Regional Board staff discussed with the City the necessary actions to reduce the chloride concentration in the effluent, which included the SRWS Buyback Program. The City also proposed to explore application of recycled water at locations other than identified groundwater hot spots and to conduct groundwater impact investigation and remediation activities. The City was notified that detailed schedules and milestones were required for all actions.
  - C. On March 8, 2016 and September 14, 2016, the City met with Regional Board staff to provide an update of its SRWS Buyback Program efforts. The City noted that five City employees were deployed to conduct door-to-door visits to encourage participation in the SRWS Buyback Program among 7,500 dwellings within the City.
  - D. On October 31, 2016, the City met with Regional Board staff to provide an update on the following topics:
    - i. Status of implementing the chloride compliance strategy and potential for reduction of effluent discharged to the three percolation ponds via the City's Recycled Water Program;
    - ii. Assimilative capacities for chloride at different groundwater locations beneath the City based on the Salt and Nutrient Management Plan for the Lower Santa Clara River Basin; and
    - iii. Groundwater hot spots (i.e., chloride-impaired areas with no assimilative capacity for recycled water applications) in the City.
19. On July 9, 2015, the Regional Board adopted Resolution No. R15-007, an amendment to the Basin Plan that incorporated stakeholder-developed groundwater quality management plan for salts and nutrients in the Lower Santa Clara River groundwater basins. Groundwater quality management measures were developed by stakeholders as part of the Salt and Nutrient Management Plan (SNMP) for the Lower Santa Clara River Basins in Ventura County. Such plans are a requirement of the State Water Resources Control Board's (State Water Board) Recycled Water Policy and are intended to maintain high quality waters and to protect the beneficial uses of groundwater while promoting recycled water use throughout the state. The SNMP utilized a groundwater quality model that characterized the water quality in the Santa Paula Basin and examined the degree of impairment to water quality in the Basin. The model shows there is available assimilative

capacity for salts and nutrients, including chloride, in most areas of the Santa Paula Basin to allow for recycled water projects consistent with the Recycled Water Policy. As described below, the City is planning to recycle effluent that is currently discharged to the percolation pond.

20. The City developed and utilized a simple spreadsheet mixing model, the *Groundwater Chloride Transportation Model* (Chloride Model), to analyze the effect of future effluent discharges on groundwater over time at various distances from the percolation pond. The City's modelling assumed some degradation of groundwater with respect to chloride within a limited range of mixing zone radius below and adjacent to the SPWRF, measured from the boundaries of the percolation pond. This distance is the maximum allowable distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less in order to provide protection to groundwater beneficial uses at the first encountered water supply wells which are at 150 feet away from the percolation ponds. Groundwater within the mixing zone will exceed the chloride GQO of 110 mg/L. Mass-volume balance calculations along with Darcy's Law are used to account for travel in porous media. The Chloride Model simulates instantaneous and complete mixing of ambient groundwater with effluent seepage reaching the water table from the percolation pond using SPWRF data for flow and chloride effluent concentrations. It was conservatively assumed that any effluent discharge to the percolation pond would infiltrate into the underlying aquifer and not be diverted for other uses. Groundwater parameters within the spreadsheet model were selected based on recent monitoring reports in order to be representative of average conditions within the vicinity of the SPWRF. The Chloride Model assumes an initial volume of groundwater underlying the ponds possessing background chloride concentrations of 136 mg/L. The volume of the existing groundwater body is calculated as the product of the radius of interest (150-1200 feet), an assumed saturated thickness of potentially impacted groundwater (50 feet), and the porosity of the underlying sediments (assumed to be 0.2) based on the low end of published literature values for a sand and gravel mixture. Based on the regional groundwater quality data documented in the SNMP, regional groundwater inflow is assumed to have a chloride concentration of 91 mg/L.

On December 14, 2016, Regional Board staff met with the City to discuss the results of the Chloride Model, which evaluated compliance with the groundwater quality objectives beneath and adjacent to the three percolation ponds, for various discharge scenarios. Based on Regional Board staff's comments, the City implemented additional discharge scenarios in the Chloride Model, which was discussed in meetings held on February 8, 2017, February 17, 2017, July 24, 2017, and August 7, 2017.

21. The Chloride Model simulated chloride concentrations in the receiving groundwater resulting from chloride mass loading reduction in the three percolation ponds. The Model predicted GQOs being achieved at 150 feet away from the percolation pond when the total mass of chloride in the effluent is significantly reduced. The initial mass of chloride is calculated based on the average chloride effluent concentration of 135 mg/L and the discharge rate of 2.2 MGD [95 percentile of monthly average effluent flows, resulting from data recorded between October 2015 (beginning of the SRWS Buyback Program) and June 2017], which results in 2,479 pounds total mass of chloride discharged per day. The reduction of chloride mass discharged to the percolation pond can be achieved by improving the effluent chloride concentration (e.g., source control or treatment), or diverting a significant amount of flow for recycled water uses, or a combination of both in order to protect water supply Wells AW01, AW02, and, AW03, approximately 150, 150, and 300 feet, respectively, away from

percolation ponds. Water produced from these wells is primarily for agricultural irrigation use.

To achieve the chloride GQO of 110 mg/L in groundwater at least 150 feet away from the percolation pond, the City provided various effluent chloride concentration and allowable flow combinations (Table 6). Based on the hydrology and hydrogeologic condition at the SPWRF percolation ponds area, the higher the concentration of chloride in the effluent, the less volume and mass can be discharged to percolation ponds to comply with the chloride GQO in the Basin Plan. For example, if the chloride concentration in the effluent is 135 mg/L, only 0.07 MGD, which is equivalent to 79 pounds of chloride per day, could be discharged to the percolation pond to achieve the chloride GQO of 110 mg/L at 150 feet away from the percolation pond. If the chloride concentration in the effluent is reduced to 120 mg/L, then more flow (0.2 MGD) can be discharged to the percolation pond and achieve the chloride GQO 150 feet away from the percolation pond.

<b>Table 6 – Groundwater Chloride Transportation Model - Continuous Discharge</b>			
<b>Chloride Effluent Concentration</b>	<b>Flow to Percolation Ponds (% of 2.2 MGD)</b>	<b>Allowable Effluent Mass Load to Groundwater (Daily)</b>	<b>Chloride Groundwater Concentration at 150 feet</b>
135 mg/L	0.07 MGD (3.2%)	79 pounds (lbs)	110 mg/L
130 mg/L	0.1 MGD (4.5%)	108 lbs	110 mg/L
125 mg/L	0.13 MGD (5.9%)	135 lbs	110 mg/L
120 mg/L	0.2 MGD (9.1%)	200 lbs	110 mg/L
115 mg/L	0.4 MGD (18.2%)	384 lbs	110 mg/L

22. To achieve compliance with the chloride GQO in this Order and to conserve potable water, the City plans to reduce the volume of effluent, and thus a reduction of the chloride mass discharged to the percolation pond by providing recycled water for various local uses. The Regional Board has evaluated the planned recycle projects and has determined that they will be consistent with the State Water Board’s Recycled Water Policy and will still preserve available assimilative capacity within the Santa Paula Basin consistent with the SNMP. The mass-based effluent limitation for chloride in this Order reflects the City’s chosen compliance option. The groundwater limitations are based on the GQOs in the Basin Plan.
23. On December 22, 2015, the City submitted the Recycled Water Program Technical Report and Notice of Intent with the Title 22 Engineering Report to the State Water Board’s Division of Drinking Water (DDW) for approval. DDW conditionally approved the Title 22 Engineering Report on August 19, 2016. On June 14, 2017, the Regional Board enrolled the City’s recycled water program under separate *Water Reclamation Requirements for Recycled Water Use*, Order WQ 2016-0068-DDW, issued by the State Water Board on June 7, 2016.
24. In the City’s report, *Chloride Load Reduction Milestones*, submitted to the Regional Board on March 14, 2017, the City included the construction of reverse osmosis treatment at the SPWRF as an option (under Supplemental Strategies), if needed, in order to comply with the chloride groundwater quality objective of 110 mg/L. The City will continue its source

control efforts to remove SRWSs and will first focus on recycling most of its effluent in order to bring the groundwater back into compliance with GQOs. Progress with these efforts will be assessed at Year 2022 and determination will be made as to whether advanced treatment will be required to meet the chloride GQO at Year 2027. If advanced treatment is required, effluent limits will be applied in a way to ensure protection of all beneficial uses, including salt-sensitive crops.

25. Due to the following reasons, the City cannot immediately comply with the chloride effluent and groundwater limitations prescribed in this Order: (1) elevated chloride concentrations in the influent, (2) the wastewater treatment process not currently designed to remove chloride out of the waste stream, and (3) time needed to construct recycled water pipelines to deliver recycled water to users. In addition, the current progress of the City's SRWS Buyback Program does not reliably ensure that the SPWRF will comply with the chloride effluent and groundwater limitations. Therefore, the Regional Board has determined that issuance of an accompanying CDO is appropriate and necessary to put the City on the path towards compliance with the effluent and groundwater limitations for chloride set forth in this Order. The CDO requires the City to comply with interim chloride effluent and groundwater limitations and implement actions pursuant to a prescribed time schedule. The CDO provides an option for the City to consider an alternative approach including a request to the Regional Board to consider a Basin Plan amendment for revision of the GQO based on studies on chloride and salt-sensitive agriculture and after formation of a stakeholder working group.

By the end of the CDO schedule, there will be permitted degradation of groundwater with respect to chloride within a limited mixing zone radius downgradient and adjacent to the SPWRF percolation ponds, measured from the boundaries of the percolation pond to 150 feet. This distance is the shortest distance where SPWRF effluent disposed to the percolation pond can mix with groundwater and result in receiving water chloride concentrations of 110 mg/L or less. Groundwater within the 150-foot mixing zone will exceed the chloride GQO of 110 mg/L. Based on the available data, there are no water supply wells within the 150-foot mixing zone. The City can arrange for alternative water supplies for any well owners in the mixing zone, if any are discovered.

## **GLOBAL WARMING AND CLIMATE CHANGE**

26. The observed century-scale rise in the average temperature of the Earth's surface, oceans, and atmosphere, commonly recognized as the Global Warming, has resulted in extreme climate change, such as the extreme drought and extremely heavy rainfall. In Southern California, the predicted impacts of climate change are numerous. Annual average temperatures are expected to increase, coupled with a higher frequency of extreme heat days. A likely consequence of this warmer climate will be more severe drought periods, leading to an increase in the amount and intensity of fires and a longer fire season. In addition, precipitation patterns are likely to be modified. A decrease in snowfall, combined with warmer temperatures, will induce a decrease in the amount and duration of snowpack, an essential source of freshwater to the region. The increasing occurrence of extreme precipitation events will amplify the risk of flooding, which recently happened in Southern California.

These impacts will affect water quality in multiple ways, including changes in stream flow, aquatic habitats, surface water temperature, pollutant levels, sedimentation, algal growth, and salinity levels and acidification in coastal areas. For permitted facilities such as

Publically Owned Treatment Works (POTWs), specific impacts could include, but are not limited to, an increase in the concentration of pollutants entering the facility, an increase in the temperature of effluents and receiving waters, an increase in storm water inflow and infiltration, increase in flooding/inundation of facilities, sewer overflows, power outages, pump maintenance issues, and onsite or nearby hillside destabilization.

Executive Order B-30-15, issued on April 29, 2015, recognizing the challenges posed by climate change, directed state agencies to take climate change into account in their planning decisions, guided by the following principles: Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions; where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts; actions should protect the state's most vulnerable populations; and natural infrastructure solutions should be prioritized.

This Order contains provisions to require planning and actions to address climate-related impacts that can cause or contribute to violations of this Order and/or degradation of waters of the state.

27. The SPWRF was designed to include protection from a 100-year storm event in the Santa Clara River. The SPWRF buildings and percolation ponds are located behind a dike that has an elevation above the elevation anticipated as the result of a 100-year storm event. The design documents and potential flood flow assessment is contained in files in the City's Building & Safety Department. The elevation of the dike at the SPWRF is 23 feet higher than the Santa Clara River located at approximately 1,300 feet southeast. This elevation separation provides additional protection from a possible flood overflow from the Santa Clara River caused by the climate change. It should also be noted that the SPWRF is located outside of the Santa Clara River floodway defined by the Federal Emergency Management Agency and the Ventura County Watershed Protection District. Lastly, the SPWRF is equipped with a backup generator that is capable of operating the SPWRF through power outages and other emergencies.

Climate change may also increase drought and related impacts such as reduced potable water supply and/or changing water supplies, which may be of less quality.

#### **APPLICABLE LAWS, PLANS, POLICIES, AND REGULATIONS**

28. This Order serves as WDRs pursuant to Division 7, Chapter 4, Article 4 of the California Water Code (commencing with section 13260). WDRs have been established because discharges from the SPWRF have the potential to affect the quality of the waters of the State, to impact the beneficial uses of those waters, and/or to cause a nuisance. The Regional Board developed the requirements of this Order based on information submitted as part of the application, through monitoring and reporting programs, and other available information.
29. Water Quality Control Plan for the Los Angeles Region: Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan) - On June 13, 1994, the Regional Board adopted a comprehensive revision to the Basin Plan. The Basin Plan: (i) designates beneficial uses for surface and groundwater, (ii) establishes narrative and numeric water quality objectives that must be attained or maintained to protect the designated beneficial uses, and (iii) sets forth implementation programs to achieve those objectives for all waters addressed through the Basin Plan. The Basin Plan also incorporates State Water Board Resolution No. 68-16 (see finding below for detail). In addition, the Basin Plan

incorporates applicable State and Regional Board plans and policies and other pertinent water quality policies and regulations. The Basin Plan has been amended occasionally since 1994, including recent administrative updates. The requirements in this Order implement the Basin Plan.

30. Beneficial Uses - The SPWRF overlies the Santa Clara-Santa Paula Groundwater Basin (DWR Basin No. 4-4). The Basin Plan identifies beneficial uses for regional waters, including those based on State Water Board Resolution No. 88-63 ("Sources of Drinking Water Policy"), which established state policy that all surface and ground waters of the State, with certain exceptions, are considered suitable or potentially suitable for municipal or domestic water supply. Beneficial uses applicable to the receiving groundwater are as follows:

Table 7 – Basin Plan Beneficial Uses of Groundwater	
Receiving Water	Beneficial Use(s)
Santa Clara-Santa Paula Groundwater (DWR Basin No. 4-4)	Existing: Municipal and domestic supply (MUN); industrial service supply (IND), industrial process supply (PROC), and agricultural supply (AGR).

31. Title 22, California Code of Regulations (CCR) - To protect sources of drinking water, the Basin Plan (Chapter 3) incorporates the primary and secondary maximum contaminant levels (MCLs) for inorganic, organic, and radioactive contaminants in drinking water as water quality objectives. These MCLs are codified in CCR, Title 22, Division 4. This incorporation by reference is prospective including future changes to the incorporated provisions as the changes take effect. The primary MCLs (see Attachments A-1 to A-6) are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. The Basin Plan also specifies that "Ground waters shall not contain taste or odor-producing substances in concentrations that cause nuisance or adversely affect beneficial uses." Therefore, the secondary MCLs, which are limits based on aesthetic, organoleptic standards, are applicable water quality objectives for a receiving water to protect beneficial uses when that receiving water is designated as municipal and domestic supply. These water quality objectives are implemented in this Order to protect the designated beneficial uses.
32. Domestic Water Quality – In compliance with California Water Code section 106.3, it is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet MCLs implemented by the Basin Plan that are designed to protect human health and ensure that water is safe for domestic use.
33. Impaired Water Bodies on Clean Water Act Section 303(d) List/Total Maximum Daily Loads (TMDLs) – The Santa Clara River is listed on the Clean Water Act Section 303(d) List as impaired by ammonia in Reach 3 and by nitrate plus nitrite in Reach 7. To address this impairment, the Regional Board established the Santa Clara River Nitrogen Compounds TMDL on August 7, 2003 by Regional Board Resolution No. 2003-011. The State Water Board approved the TMDL on November 19, 2003 (Resolution No. 2003-0073) and OAL approved it on February 27, 2004. The TMDL became effective upon approval of the U.S. Environmental Protection Agency on March 18, 2004. Concentration-based loads for

nitrogen compounds are allocated for nonpoint sources. The Discharger is subject to the following assigned load allocation for nonpoint sources:

<b>Table 8 – Nonpoint Source Load Allocation for Santa Clara River Nitrogen Compounds TMDL</b>	
<b>Combined Ammonia, Nitrate, Nitrite (NH<sub>3</sub>-N + NO<sub>2</sub>-N + NO<sub>3</sub>-N) Loads as Nitrogen</b>	Monthly Average: 10 mg/L

34. California Water Code section 13263 requires that the Regional Board, when prescribing waste discharge requirements, take into consideration the factors in section 13241. The Regional Board has considered those factors in establishing the WDRs in this Order.
35. State Water Board Resolution No. 68-16, Antidegradation Policy – State Water Board Resolution No. 68-16 “Statement of Policy with Respect to Maintaining High Quality of Waters in California” (also called the “Antidegradation Policy”) requires the Regional Board, in regulating the discharges of waste, to maintain high quality waters of the state unless it is demonstrated that any change in quality is consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the State Water Board’s policies (e.g., quality that exceeds water quality objectives). Further, any activity that produces waste must meet waste discharge requirements that will result in the best practicable treatment or control (BPTC) of the discharge necessary to assure that (a) pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained.

Excepting chloride (discussed below), the SPWRF’s discharge is high quality, tertiary-treated effluent meeting groundwater quality objectives in the Basin Plan and MCLs for drinking water. The Regional Board finds that the discharge, as allowed in this Order, is consistent with Resolution No. 68-16 since this Order: (1) requires compliance with the requirements set forth in this Order, including the use of best practicable treatment and control of the discharges, (2) requires implementation of a Monitoring and Reporting Program (MRP); and (3) requires that the discharges comply with effluent limits to meet water quality objectives. This Order establishes limitations and requirements that will not unreasonably threaten present and anticipated beneficial uses or result in receiving ground water quality that exceeds water quality objectives set forth in the Basin Plan. This means that where the stringency of the limitations for the same waste constituent differs according to beneficial use, the most stringent limit applies as the governing limitation for that waste constituent, unless otherwise justified. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

The discharge of chloride authorized by this Order will cause some limited and localized groundwater degradation in the immediate vicinity of the SPWRF percolation ponds. Untreated discharges of chloride over the last 10 years have resulted in elevated concentrations of chloride in the effluent and groundwater. The groundwater quality objective for chloride is 110 mg/L and the average effluent chloride concentration in 2016 was 137 mg/L. To comply with the chloride groundwater limitations in this Order, which are based on the chloride groundwater quality objective, the City intends to implement recycled water projects to reduce flow to the percolation pond, and thus reduce the mass loading of chloride to the groundwater. This will greatly shrink the area of influence of the wastewater and largely restore the impaired groundwater zone adjacent and downgradient to the

percolation pond. However, implementation of recycled water projects in the Santa Paula area will take time to fully implement, which will result in continued localized degradation. While groundwater within the 150-foot mixing zone adjacent to the percolation ponds will exceed the chloride groundwater quality objective, this Order imposes limits on flow and chloride mass loading in the effluent to ensure receiving groundwater beneficial uses will be maintained and supported. Beneficial uses will be maintained as all wells utilized for crop irrigation will be located outside the mixing zone.

In order to more immediately reduce the chloride concentration in the effluent and groundwater to 110 mg/L at the percolation pond, the City would need to install a Reverse Osmosis (RO) system to treat all or a portion of the effluent. The Regional Board recognizes that reducing chloride concentrations in the effluent or in the groundwater by using RO can be costly. The current estimated cost for the City to install a RO system is \$26.6 million with annual operating and maintenance costs of \$1.6 million, including brine waste disposal. These costs would be passed on to the ratepayers, who already pay one of the highest sewer rates in the State. The City is also a small low-income community. The costs of RO treatment depends on the volume of effluent or groundwater to be treated in order to meet the groundwater quality objectives specified in the Basin Plan. Therefore, rather than install costly RO at this time, the requirements in this Order provide the City with the opportunity to first pursue recycling efforts and source reduction through the SRWS Buyback Program to meet groundwater quality objectives. If these efforts are deemed unsuccessful, the City may need to implement RO technology as an additional treatment mechanism in the future. Other basin-specific solutions can also be explored to minimize costs while restoring protection of beneficial uses.

Reference is also made to the Regional Board's past efforts to address chronic chloride exceedances in the Upper Santa Clara River, which utilized findings from studies on chloride and salt-sensitive agriculture. The first of the special studies, entitled "Literature Review and Evaluation (LRE)," was an evaluation of the appropriate chloride threshold for the reasonable protection of salt-sensitive agriculture. The LRE, which was completed in 2005, found that the best estimate of a chloride hazard concentration for avocado crops falls within the range of 100 to 117 mg/L. An independent technical advisory panel (TAP) reviewed the LRE and found a similar protective range of 100 to 117 mg/L. The TAP found that the upper end of the range is only protective if other factors such as quantity and timing of irrigation water and soil drainage are not limiting. An additional study completed in 2008, entitled "Compliance Averaging Period for Chloride Threshold Guidelines in Avocado," found that a 3-month averaging period of the LRE guidelines would be protective of avocados. The TAP co-chairs reviewed this study and agreed that a 3-month averaging period is appropriate. The Regional Board considered the LRE and TAP review of the LRE when developing site-specific water quality objectives (SSOs) for certain reaches of the Upper Santa Clara River to support the Alternative Water Resources Management (AWRM) approach proposed by the Santa Clarita Valley Sanitation District (SCVSD). The Regional Board found that the SSOs were consistent with antidegradation requirements, and subsequently established the SSOs on December 11, 2008 via Resolution No. R08-012. The Regional Board rescinded the SSOs in 2014 via Resolution R14-010 only after SCVSD decided to no longer pursue the AWRM approach.

Incorporating an approach that utilizes a recycled water approach and has limited groundwater degradation within the immediate vicinity of the percolation pond for chloride at levels that are above the groundwater quality objective is justified considering the socio-economic conditions of this small community that already has one of the highest sewage

rates in the state, and is consistent with State Water Board Resolution No. 68-16 in that the resulting water quality constitutes the highest water quality that is reasonable, considering all demands placed on the waters, economic and social considerations, and other public interest factors. Together, these factors are consistent with the maximum benefit to the people of the State.

36. California Water Code section 13267 authorizes the Regional Board to require the City to submit monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. The monitoring and reporting requirements established in this Order are necessary to characterize the discharge, evaluate compliance with this Order, and evaluate groundwater quality and the extent of degradation, if any, caused by the discharge.
37. Publicly Owned Treatment Works (POTW) – The term POTW means a treatment works as defined by section 212 of the federal Clean Water Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment facility. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such treatment works. (40 C.F.R. section 403.3(q)). The SPWRF meets all of the above criteria and therefore is considered a POTW.
38. Pretreatment – The City is required to implement a Pretreatment Program and to comply with requirements for operation and maintenance of its sewer collection system. Pursuant to CCR, Title 23, section 2233 and Title 40, Code of Federal Regulations (C.F.R.), Part 403, the City has been implementing an approved industrial wastewater Pretreatment Program for the SPWRF since February 2012. The Regional Board finds it appropriate to require the City to continue to implement its approved Pretreatment Program.
39. Endangered Species Act Requirements - This Order does not authorize any act that results in the taking of a threatened or endangered species or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code, §§ 2050 to 2097) or the Federal Endangered Species Act (16 U.S.C. §§ 1531 to 1544). This Order requires compliance with effluent limits, groundwater quality objectives, and other requirements to protect the beneficial uses of waters of the state. The Discharger is responsible for meeting all requirements of the applicable Endangered Species Act.
40. California Environmental Quality Act - This Order involves the renewal of WDRs for an existing facility. Therefore, this action to prescribe WDRs is exempt from the provisions of CEQA (Public Resources Code section 21000 et seq.) in accordance with California Code of Regulations, Title 14, section 15301.

## NOTIFICATION

41. The Regional Board has notified the Discharger and interested agencies and persons of its intent to prescribe WDRs for the discharge and has provided them with an opportunity to submit their written comments and recommendations.

42. The Regional Board, in a public meeting, heard and considered all comments pertaining to the discharge.
43. Any person aggrieved by this action of the Regional Board may petition the State Water Board to review the action in accordance with California Water Code section 13320 and California Code of Regulations, title 23, section 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the Regional Board's action, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions will be provided upon request or may be found on the Internet at: [http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality](http://www.waterboards.ca.gov/public_notices/petitions/water_quality)

**IT IS HEREBY ORDERED** that, in order to meet the provisions contained in Division 7 of the California Water Code (commencing with section 13000) and regulations adopted thereunder, the City of Santa Paula shall comply with the following requirements, including all attachments, in all operations and activities at the SPWRF:

**I. INFLUENT LIMITATIONS AND REQUIREMENTS**

Influent wastewater shall be limited to wastewater generated within the jurisdiction of the City.

**II. EFFLUENT LIMITATIONS**

- A. Discharges from the SPWRF shall not exceed the maximum effluent volume of 4.2 MGD and the quarterly average effluent volume of 2.6 MGD.
- B. Tertiary-treated effluent shall not exceed the effluent limits in Table 9 below.

Table 9 – Effluent Limits			
Constituents	Units	Monthly Average	Daily Maximum
Oil and grease	mg/L	10 <sup>[1]</sup>	15 <sup>[1]</sup>
Total suspended solids	mg/L	10 <sup>[1]</sup>	15 <sup>[1]</sup>
	% removal	≥ 85 <sup>[2]</sup>	---
BOD <sub>5@20°C</sub>	mg/L	10 <sup>[1]</sup>	15 <sup>[1]</sup>
	% removal	≥ 85 <sup>[2]</sup>	---
Ammonia-N + Nitrate-N + Nitrite-N	mg/L	10 <sup>[3]</sup>	---
Nitrite-N	mg/L	1	---
Total Dissolved Solids	mg/L	2,000 <sup>[4]</sup>	---
Sulfate	mg/L	800 <sup>[4]</sup>	---
Boron	mg/L	1.0 <sup>[4]</sup>	---
Chloride	lbs/day	79 <sup>[5]</sup>	---

**Table Notes:**

[1] Limit is based on best professional judgment. Limits adopted by this Regional Board exist

in the permits for tertiary-treated wastewater treatment plants.

- [2] Limit is based on secondary treatment requirements, 40 C.F.R. section 133.102.
- [3] Limit is based on the Load Allocations for nonpoint sources set forth in the Santa Clara River Nitrogen Compounds TMDL, Resolution No. 2003-011.
- [4] Limit based on Basin Plan Groundwater Quality Objective.
- [5] This mass-based effluent limit is derived from the City's Chloride Model and Chloride Load Reduction Milestones, which is based on an allowable flow to the percolation pond of 0.07 MGD and chloride effluent concentration at 135 mg/L in order to meet the chloride groundwater quality objective of 110 mg/L at 150 feet from the percolation pond.

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C. The pH of effluent discharged shall at all times be within the range of 6.5 to 8.5. Excursion from this range shall not be considered a violation provided the duration is not more than 10 minutes in a 24-hour period, and pH shall at all times be within 6 to 9.

D. Effluent shall, at all times, be adequately disinfected and oxidized and shall meet the following effluent limitations:

1. the median concentration of total coliform bacteria shall not exceed a most probable number (MPN) of 23 per 100 milliliters utilizing the bacteriological results of the last seven days for which analyses have been completed; and
2. the number of total coliform bacteria shall not exceed an MPN of 240 per 100 milliliters in more than one sample in any 30 day period.

Samples shall be collected at a time when wastewater flow and characteristics are most demanding (e.g., during peak flows) on treatment facilities and disinfection processes.

E. A filtered wastewater shall be an oxidized wastewater that has been passed through a membrane so that the turbidity of the filtered wastewater does not exceed any of the following:

1. An average of 2 Nephelometric Turbidity Units (NTU) within a 24-hour period;
2. 5 NTU more than 5 percent of the time within a 24-hour period; and
3. 10 NTU at any time.

F. Maximum Contaminant Levels: The effluent shall not contain trace, toxic and other constituents in concentrations that exceed the applicable maximum contaminant levels for drinking water established by the State Water Board's Division of Drinking Water (DDW) in sections 64431, 64442, 64443, 64444, 64449, and 64533 of CCR, Title 22, Division 4, or subsequent revisions, or at levels that adversely affect the beneficial uses of receiving groundwater. The effluent shall, at all times, not exceed the following MCLs (Attachment A). In the event of a violation of any primary or secondary MCL, the City shall notify and submit a report in accordance with Provision VI.F. of this Order.

1. Primary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations):
  - i. Inorganic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64431, Table 64431-A, except for nitrogen compounds (Attachment A-1 of this Order);
  - ii. Radionuclides in CCR, Title 22, Division 4, Chapter 15, Section 64442, Table 64442 (Attachment A-2 of this Order) and Section 64443, Table 64443 (Attachment A-3 of this Order); and
  - iii. Organic chemicals in CCR, Title 22, Division 4, Chapter 15, Section 64444, Table 64444-A (Attachment A-4 of this Order).
2. Secondary MCLs specified in CCR, Title 22, Division 4, Chapter 15 (Domestic Water Quality and Monitoring Regulations), Section 64449, Table 64449-A (Attachment A-5 of this Order).
3. Primary MCLs for disinfection byproducts specified in CCR, Title 22, Division 4, Chapter 15.5 (Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors) Article 2, Section 64533, Table 64533-A (Attachment A-6 of this Order).

### III. GROUNDWATER LIMITATIONS

- A. The City is prohibited from negatively altering the quality or elevation of the underlying groundwater.
- B. The discharge of treated wastewater from the SPWRF shall not cause an exceedance of the following groundwater limitations in Table 10 below. Except for chloride, compliance with the groundwater limitations will be determined by the groundwater samples collected from monitoring wells located within or on the boundary of the percolation pond. Compliance with the chloride groundwater limitation will be determined by the groundwater samples collected from monitoring wells located 150 feet away from the percolation pond. The specific monitoring well locations will be determined through the Monitoring and Reporting Program (MRP) (Attachment E). Per Section IV.C.3 of the MRP, the City is required to submit a work plan proposing a modified groundwater monitoring network by May 1, 2018.

Table 10 – Groundwater Limitations		
Constituents	Units	Monthly Average
Nitrate-N + Nitrite-N	mg/L	10 <sup>[1]</sup>
Nitrite-N	mg/L	1 <sup>[1]</sup>
Total Dissolved Solids	mg/L	2,000 <sup>[1]</sup>
Sulfate	mg/L	800 <sup>[1]</sup>
Chloride	mg/L	110 <sup>[1]</sup>
Boron	mg/L	1.0 <sup>[1]</sup>

Table 10 – Groundwater Limitations		
Constituents	Units	Monthly Average
Total coliform	MPN/100mL	1.1 <sup>[1]</sup>
Fecal coliform	MPN/100mL	1.1 <sup>[1]</sup>

**Table Note:**

[1] Limit based on Basin Plan Groundwater Quality Objective.

- C. Groundwater shall not exceed the MCLs specified in Attachments A-1 to A-6.
- E. The minimum vertical separation between the bottom of the percolation pond and groundwater table shall be five feet.

**IV. GENERAL REQUIREMENTS**

- A. The SPWRF and areas where any potential pollutants are stored shall be adequately protected from inundation and damage by storm flows and runoff.
- B. Adequate facilities shall be provided to protect the SPWRF, treatment system devices, sewer collection system and recycling/disposal facilities from damage by storm flows and run-off or run-on generated by a 100-year return storm/24 hour duration.
- C. The SPWRF and the collection system that is a part of the treatment and disposal system shall be maintained in such a manner that prevents sewage from surfacing or overflowing at any location.
- D. A minimum of two feet of freeboard shall be maintained in the percolation/evaporation ponds at all time to ensure that direct rainfall will not cause overtopping.
- E. No disposal areas with treated wastewater shall be located within 600 feet of any domestic water supply well unless all of the following conditions have been met:
  - 1. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface;
  - 2. The well contains an annular seal that extends from the surface into the aquitard;
  - 3. The well is housed to prevent any treated wastewater spray from coming into contact with the wellhead facilities;
  - 4. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well; and
  - 5. The owner of the well approves of the elimination of the buffer zone requirement.
- F. There shall be no storage or impoundment of treated wastewater within 600 feet of any domestic water supply well.

- G. No disposal of sludge, waste, and treated wastewater shall take place within 600 feet of any reservoir or stream used as a source of domestic water.
- H. Any wastes that do not meet the foregoing requirements shall be held in impervious containers and discharged at a legal point of disposal.
- I. Percolation ponds shall be maintained to ensure that percolation rate at the pond bottom shall not decrease over time.
- J. The Discharger shall notify well owners within 500 feet radius from the boundary of percolation ponds when there is any exceedance on the effluent limitations and/or groundwater limitations.

## V. PROHIBITIONS

- A. Any discharge of wastewater from the SPWRF (including the wastewater collection system) at any point other than specifically described in this Order is prohibited.
- B. There shall be no waste overflows or discharge of untreated or partially-treated waste from the SPWRF's treatment, storage or disposal facilities to adjacent drainage or water ways, adjacent properties, or to waters of the State at any time. The discharge of any wastewater to surface waters or surface water drainage courses is prohibited without a NPDES permit.
- C. Industrial wastewater subject to the Prohibited Discharge Standards in 40 C.F.R. section 403.5 shall not be accepted by the SPWRF.
- D. Wastes discharged shall not contain tastes, odors, color, foaming, any materials, or other objectionable characteristics in concentrations that would:
  - 1. Affect human, animal, or plant life;
  - 2. Cause nuisance or adversely affect any beneficial uses and quality of the receiving groundwater; and
  - 3. Impact the Santa Clara River that may be in hydraulic connection with groundwater.
- E. Odors originating at the SPWRF, including of sewage origin, shall not be perceivable any time outside the boundary of the SPWRF property owned by the City.
- F. The percolation pond shall not contain floating materials, including solids, foams, or scum in concentrations that cause nuisance, adversely affect beneficial uses, or serve as a substrate for undesirable bacterial or algae growth or insect vectors. The wastewater treatment shall not result in nuisance conditions caused by breeding of mosquitoes, gnats, midges, or other pests.
- G. Discharge of waste classified as "hazardous waste," as defined in CCR, Title 23, section 2521(a), is prohibited. Discharge of waste classified as "designated waste," as defined in California Water Code section 13173, in a manner that causes violation of receiving water limits is prohibited.

- H. The percolation/evaporation ponds, drying beds, and the berms surrounding the ponds shall not contain plants, shrubs, or bushes that may damage the berms and the ponds.
- I. The percolation pond shall not be altered without the approval by the Regional Board.
- J. There shall be no onsite disposal of sludge. Sludge-drying activities are allowed, but only as an intermediate treatment prior to offsite disposal. Any offsite disposal of wastewater or sludge shall be made only to a legal point of disposal. For purposes of this Order, a legal disposal site is one for which requirements have been established by USEPA, and which is in full compliance therewith. Any wastewater or sludge handling shall be in such a manner as to prevent its reaching surface waters or watercourses.
- K. Bypass (the intentional diversion of waste streams from any portion of the SPWRF) is prohibited. The Regional Board may take enforcement action against the City for bypass, unless:
  - 1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the SPWRF that cause it to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass.
  - 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance.
  - 3. Notice
    - i. Anticipated bypass: If the City knows in advance of the need for a bypass, it shall submit written notice to the Regional Board, if possible at least 10 days before the date of the bypass.
    - ii. Unanticipated bypass: The City shall provide verbal notice to the Regional Board Executive Officer of an unanticipated bypass within 24 hours from the time the City becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the City becomes aware of the circumstances.

## VI. PROVISIONS

- A. This Order includes "Attachment B - Standard Provisions Applicable to Waste Discharge Requirements" (Standard Provisions). If there is any conflict between provisions stated herein and the Standard Provisions, the provisions stated herein prevail.

- B. The City shall operate and maintain facilities, treatment operations, associated collection systems and outfalls in ways that preclude adverse impacts to surface or groundwater from impacts predicted to occur due to climate change.
- C. The City shall submit a Climate Change Effects Vulnerability Assessment and Management Plan (Climate Change Plan) no later than 12 months after adoption of this Order. Submittal of the Climate Change Plan is required pursuant to California Water Code section 13267. As required by this provision, a regional board may require a person to submit technical or monitoring program reports that the regional board requires. The Climate Change Plan is needed in order to assess and manage climate change related-effects associated with City operations that may affect water quality.

The Climate Change Plan shall include an assessment of short and long term vulnerabilities of the facility(ies) and operations as well as plans to address vulnerabilities of collection systems, facilities, treatment systems, and outfalls for predicted impacts in order to ensure that facility operations are not disrupted, compliance with permit conditions is achieved, and receiving waters are not adversely impacted by discharges. Control measures shall include, but are not limited to, emergency procedures, contingency plans, alarm/notification systems, training, backup power and equipment, and the need for planned mitigations to ameliorate climate-induced impacts including, but not limited to, changing influent and receiving water quality and conditions, as well as the impact of rising sea level (where applicable) storm surges and back-to-back severe storms that are expected to become more frequent.

- D. The City shall comply with MRP No. CI-9259 (Attachment E), which is part of this Order, and any revisions thereto as ordered by the Executive Officer. The submittal dates of Discharger self-monitoring reports shall be no later than the submittal date specified in the MRP. If there is any conflict between the provisions stated herein and the MRP, the provisions stated herein prevail.
- E. The City shall file with the Regional Board, under penalty of perjury, annual and quarterly reports on self-monitoring work performed according to the detailed specifications contained in the MRP attached hereto and incorporated herein by reference, as directed by the Executive Officer. The results of any monitoring done in addition to what is required or done more frequently than required at the location and/or times specified in the MRP shall be reported to the Regional Board. The City shall comply with all of the provisions and requirements of the MRP.
- F. The City shall notify this Regional Board by telephone or electronic means within 24 hours of knowledge of any discharge exceeding the effluent limits prescribed in this Order from the SPWRF; written confirmation shall follow within 5 working days from date of notification, unless otherwise specified in this Order. The report shall include, but is not limited to, the following information, as appropriate:
  - 1. Nature and extent of the violation;
  - 2. Date and time: when the violation started, when compliance was achieved, and when injection was suspended and restored, as applicable;
  - 3. Duration of violation;

4. Cause(s) of violation;
  5. Corrective and/or remedial actions taken and/or will be taken with a time schedule for implementation to prevent future violations; and
  6. Impact of the violation.
- G. This Order does not exempt the City from compliance with any other laws, regulations, or ordinances that may be applicable; they do not legalize the recycling and use facilities; and they leave unaffected any further constraint on the use of recycled water at certain site(s) that may be contained in other statutes or required by other agencies.
- H. This Order does not alleviate the responsibility of the City to obtain other necessary local, state, and federal permits to construct facilities necessary for compliance with this Order; nor does this Order prevent imposition of additional standards, requirements, or conditions by any other regulatory agency. Expansion of the recycled water distribution facility shall be contingent upon issuance of all necessary requirements and permits, including a conditional use permit.
- I. After notice and opportunity for a hearing, this Order may be modified, revoked and reissued, or terminated for cause, that includes, but is not limited to: failure to comply with any condition in this Order, endangerment of human health, adverse impacts on water quality and/or beneficial uses of the receiving water resulting from the permitted activities in this Order, obtaining this Order by misrepresentation or failure to disclose all relevant facts, and acquisition of new information that could have justified the application of different conditions if known at the time of Order adoption.

The filing of a request by the City for modification, revocation and reissuance, or termination of this Order; or a notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

- J. The City shall furnish, within a reasonable time, any information that the Regional Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The City shall also provide the Regional Board, upon request, with copies of records required to be kept under this Order for at least three (3) years.
- K. Spill Clean-Up Contingency Plan (SCCP) Requirements – The City is required to periodically submit an updated and revised SCCP, which describes the activities and protocols to address clean-up of spills, overflows, and bypasses of untreated or partially treated wastewater from the City's collection system or treatment facilities. At a minimum, this SCCP shall include sections on spill clean-up and containment measures, public notification, and monitoring. The City shall review and amend this SCCP as appropriate after each spill from the SPWRF or in the service area of the SPWRF. The City shall include a discussion in the annual summary report of any modifications to the SCCP and the application of the SCCP to all spills during the year.
- L. Construction, Operation, and Maintenance Requirements
1. The City shall, at all times, properly operate and maintain the SPWRF, including its wastewater collection, treatment, and disposal facilities (and related

appurtenances) to ensure compliance with this Order, as well as provide adequate and reliable transport, treatment, and disposal of all wastewater from planned future wastewater sources under the City's responsibilities. Proper operation and maintenance includes, but is not limited to: effective performance, repairs and upgrades when needed, adequate funding, adequate operator staffing and training, adequate operator supervision, and adequate laboratory and process controls (including appropriate quality assurance/quality control procedures).

2. The SPWRF shall be supervised and operated by persons possessing certificates of appropriate grade in accordance with CCR, Title 23, Division 3, Chapter 26 and California Water Code sections 13625 - 13633.
3. The SPWRF shall be operated and maintained in accordance with the operation and maintenance manual prepared by the municipality through the Clean Water Grant Program. The City's Operation, Maintenance, and Monitoring Plan (OMM Plan) shall be available for reference and use by all applicable personnel. The City shall maintain, regularly review, and revise or update as necessary the OMM Plan in order for the document(s) to remain useful and relevant to current equipment and operation practices. Reviews shall be conducted annually, and revisions or updates shall be completed as necessary and submitted to the Regional Board on an annual basis.
4. The City shall maintain in good working order a sufficient alternate power source for operating the wastewater treatment and disposal facilities. All equipment shall be located to minimize failure due to moisture, liquid spray, flooding, and other physical phenomena. The alternate power source shall be designed to permit inspection and maintenance and shall provide for periodic testing. If such alternate power source is not in existence, the City shall halt, reduce, or otherwise control all discharges upon the reduction, loss, or failure of the primary source of power.
5. The City shall provide standby or emergency power facilities and/or sufficient storage capacity or other means so that in the event of plant upset, outage due to power failure or other cause, or heavy rainfall, discharge of raw or inadequately treated sewage does not occur and infiltration ponds do not exceed their hydraulic capacity.

M. Sludge Disposal Requirements

1. All sludge generated at the wastewater treatment plant shall be disposed of, treated, or applied to land in accordance with federal regulations contained in 40 C.F.R. Part 503. These requirements are enforceable by USEPA.
2. The City shall comply with requirements in State Water Board Order No. 2004-10-DWQ, *"General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural and Land Reclamation Activities"* for those sites receiving the City's biosolids that a regional water board has placed under this general order, and with the requirements in individual waste discharge requirements issued by a regional water board for sites receiving the City's biosolids.

3. The City shall comply, if applicable, with WDRs issued by other regional water boards to which jurisdiction the biosolids are transported and applied.
4. The City shall provide this Regional Board with a copy of any report(s) submitted to USEPA, the State Water Board, or other regional water boards, with respect to municipal sludge or biosolids.

N. Collection System Requirements

The State Water Board adopted General WDRs for Sanitary Sewer Systems (Order No. 2006-0003-DWQ) on May 2, 2006, to provide a consistent and statewide approach to regulating sanitary sewer systems to prevent and/or reduce sanitary sewer overflows (SSOs). Order No. 2006-0003-DWQ requires public agencies that own or operate sanitary sewer systems to develop and implement sewer system management plans and report all SSOs to the State Water Board's online SSO database. The City's collection system is part of the system that is subject to Order No. 2006-0003-DWQ. The City enrolled in Order No. 2006-0003-DWQ on July 27, 2006. As such, the City must properly operate and maintain its collection system. The City must also report any non-compliance and mitigate any discharge from the collection system in violation of this Order.

O. Spill Reporting Requirements

1. **Initial Notification** – Although State and Regional Board staff do not have duties as first responders, this requirement is an appropriate mechanism to ensure that the agencies that do have first responder duties are notified in a timely manner in order to protect public health and beneficial uses. For certain spills, overflows and bypasses, the City shall make notifications as required below:
  - i. In accordance with the requirements of Health and Safety Code section 5411.5, the City shall provide notification to the local health officer or the director of environmental health with jurisdiction over the affected water body of any unauthorized release of sewage or other waste that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but no later than two (2) hours after becoming aware of the release.
  - ii. In accordance with the requirements of California Water Code section 13271, the City shall provide notification to the California Emergency Management Agency (Cal EMA) of the release of reportable quantities of hazardous substances or sewage that causes, or probably will cause, a discharge to any waters of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. CCR, Title 23, section 2250 establishes 1,000 gallons or more as a reportable quantity of sewage. The phone number for reporting these releases to the Cal EMA is (800) 852-7550.
  - iii. The City shall notify the Regional Board of any unauthorized release of sewage from the SPWRF that causes, or probably will cause, a discharge to a water of the state as soon as possible, but not later than two (2) hours after becoming aware of the release. This initial notification does not need

to be made if the City has notified Cal EMA and the local health officer or the director of environmental health with jurisdiction over the affected waterbody. The phone number for reporting these releases of sewage to the Regional Board is (213) 576-6683. The phone numbers for after hours and weekend reporting of releases of sewage to the Regional Board are (213) 305-2284 and (213) 305-2253.

At a minimum, the following information shall be provided to the Regional Board:

- a. The location, date, and time of the release;
  - b. The water body that may be impacted by the discharge;
  - c. An estimate of the amount of sewage or other waste released and the amount that reached the receiving water at the time of notification;
  - d. If ongoing, the estimated flow rate of the release at the time of the notification;
  - e. The name, organization, phone number, and email address of the reporting representative; and
  - f. A certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the possibly affected water bodies have been notified of the discharge.
2. **Monitoring** – For spills, overflows and bypasses reported under Section VI.O.1., the City shall monitor as required below:

To define the geographical extent of the spill's impact, the City shall obtain grab samples (if feasible, accessible, and safe) for all spills, overflows or bypasses of any volume that reach any waters of the State (including surface and ground waters). The City shall analyze the samples for total and fecal coliforms, E. coli (if fecal coliform test shows positive), enterococcus, and relevant pollutants of concern, upstream and downstream of the point of entry of the spill (if feasible, accessible and safe). This monitoring shall be done on a daily basis from the time the spill is known until the results of two (2) consecutive sets of bacteriological monitoring indicate the return to the background level or the County Department of Public Health authorizes cessation of monitoring.

3. **Reporting** – The initial notification required under Section VI.O.1. shall be followed by:
- i. As soon as possible, but not later than twenty-four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from its wastewater treatment plant to a water of the state, the City shall submit a statement to the Regional Board via email. If the discharge is 1,000 gallons or more, this statement shall certify that Cal EMA has been notified of the discharge in accordance with California Water Code section

13271. The statement shall also certify that the local health officer or director of environmental health with jurisdiction over the affected water bodies has been notified of the discharge in accordance with Health and Safety Code section 5411.5. The statement shall also include at a minimum the following information:

- a. Agency, Order No., and MRP CI No.;
  - b. The location, date, and time of the discharge;
  - c. The water body that received the discharge;
  - d. A description of the level of treatment of the sewage or other waste discharged;
  - e. An initial estimate of the amount of sewage or other waste released and the amount that reached the impacted water body;
  - f. The Cal EMA control number and the date and time that notification of the incident was provided to Cal EMA; and
  - g. The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email).
- ii. A written preliminary report shall be submitted to the Regional Board within five (5) working days after disclosure of the incident via the State Water Board GeoTracker database under Global ID WDR100000359. The final written report shall be included in the next quarterly monitoring report submitted to the GeoTracker database above. The written report shall document the information required in Section VI.O.4. below, monitoring results and any other information required in provisions of the Standard Provisions (Attachment B) including corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences.
  - iii. The City shall include a certification in the annual summary report (due according to the schedule in the MRP) that states that the sewer system emergency equipment, including alarm systems, backup pumps, standby power generators, and other critical emergency pump station components were maintained and tested in accordance with the City's preventive maintenance plan. Any deviations from or modifications to the preventive maintenance plan shall be approved by the Executive Officer.
4. **Records** – The City shall prepare and maintain a record of all spills, overflows or bypasses of raw or partially treated sewage from its collection system or the SPWRF. This record shall be made available to the Regional Board upon request and a spill summary shall be included in the annual report, as required in the MRP. The record shall contain:
- i. The date and time of each spill, overflow, or bypass;

- ii. The location of each spill, overflow, or bypass;
  - iii. The estimated volume of each spill, overflow, or bypass including gross volume, amount recovered and amount not recovered, monitoring results as required by Section VI.O.2.;
  - iv. The cause of each spill, overflow, or bypass;
  - v. Whether each spill, overflow, or bypass entered a receiving water and, if so, the name of the water body and whether it entered via storm drains or other man-made conveyances;
  - vi. Any corrective measures implemented or proposed to be implemented to prevent/minimize future occurrences; and
  - vii. The mandatory information included in Sanitary Sewer Overflows (SSO) online reporting for finalizing and certifying the SSO report for each spill, overflow, or bypass under State Water Board Order No. 2006-0003-DWQ.
5. **Activities Coordination** – The Regional Board expects that the City will coordinate their compliance activities for consistency and efficiency with other entities that have responsibilities to implement: (i) this Order, and (ii) State Water Board Order No. 2006-0003-DWQ.
6. **Consistency with State Water Board Order No. 2006-0003-DWQ** – The requirements contained in this Order in Sections VI.K. (SCCP Requirements), VI.L. (Construction, Operation, and Maintenance Requirements), and VI.O. (Spill Reporting Requirements) are intended to be consistent with the requirements of Order No. 2006-0003-DWQ. The Regional Board recognizes that there may be some overlap between this Order and Order No. 2006-0003-DWQ. The requirements of Order No. 2006-0003-DWQ are considered the minimum thresholds (see Finding 11 of Order No. 2006-0003-DWQ). To encourage efficiency, the Regional Board will accept the documentation prepared by the City under Order No. 2006-0003-DWQ for compliance purposes, as satisfying the requirements in Sections VI.K., VI.L., and VI.O. provided the more stringent provisions enumerated in this Order have also been addressed.

P. Pretreatment Requirements

1. This Order includes the City's Pretreatment Program, as previously submitted to this Regional Board and specified in Order No. R4-2007-0028-R2, adopted by this Regional board on February 2, 2012. Any change to the Program shall be reported to the Regional Board in writing and shall not become effective until approved by the Executive Officer in accordance with procedures established in 40 C.F.R. section 403.18.
2. The City shall enforce the requirements under Sections 307(b), 307(c), 307(d), and 402(b) of the Federal Clean Water Act with timely, appropriate, and effective enforcement actions. The City shall require industrial users to comply with Federal Categorical Standards and shall initiate enforcement actions against those users who do not comply with the standards. The City shall require industrial users

- subject to the Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of a new industrial user, upon commencement of the discharge.
3. The City shall perform the pretreatment functions as required in 40 C.F.R. Part 403 including, but not limited to:
    - i. Implement the necessary legal authorities as provided in 40 C.F.R. section 403.8(f)(1);
    - ii. Enforce the pretreatment requirements under 40 C.F.R. sections 403.5 and 403.6;
    - iii. Implement the programmatic functions as provided in 40 C.F.R. section 403.8(f)(2); and
    - iv. Provide the requisite funding of personnel to implement the Pretreatment Program as provided in 40 C.F.R. section 403.8(f)(3).
  4. The City shall submit an annual report of effectiveness of the City's Pretreatment Program. This annual report shall be submitted to the Regional Board, with copies to the State Water Board and USEPA Region 9, describing the City's pretreatment activities over the period and whether such activities have been effective. If the City is not in compliance with any conditions or requirements of this Order, the City shall include the reasons for noncompliance and shall state how and when the City will comply with such conditions and requirements.
  5. The City shall be responsible and liable for the performance of all control authority pretreatment requirements contained in 40 C.F.R. Part 403, including subsequent regulatory revisions thereof. Where Part 403 or subsequent revision places mandatory actions upon the City as Control Authority, but does not specify a timetable for completion of the actions, the City shall complete the required actions within six months from the effective date of this Order or the effective date of Part 403 revisions, whichever comes later. For violations of pretreatment requirements, the City shall be subject to enforcement actions, penalties, fines, and other remedies by the Regional Board, USEPA, or other appropriate parties, as provided in the Federal Clean Water Act. The Regional Board or USEPA may initiate enforcement action against an industrial user for noncompliance with acceptable standards and requirements as provided in the Federal Clean Water Act and/or the California Water Code.

## VII. REOPENER

The Regional Board will review this Order periodically and will revise requirements when necessary. The waste discharge requirements and monitoring and reporting requirements in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure compliance with them. If applicable laws and regulations change, including but not limited to, establishment of total maximum daily loads, or once new information is obtained that will change the overall discharge and its potential to impact waters of the state, it may be

appropriate to reopen this Order. This Order may also specifically be reopened to make revisions consistent with an approved salt and nutrient management plan.

#### VIII. TERMINATION

Except for enforcement purposes, Order No. R4-2007-0028, adopted by the Regional Board on May 3, 2007, and amended on May 6, 2010, February 2, 2012, April 6, 2017 and December 21, 2017, is hereby terminated.

The Regional Board's termination of prior waste discharge requirements and/or monitoring and reporting requirements do not extinguish any violations that may have occurred during the time those requirements were in effect. The Regional Board reserves the right to take enforcement actions to address violations of prior prohibitions, limitations, specifications, requirements, or provisions of rescinded requirements as allowed by law.

#### IX. EFFECTIVE DATE

This Order becomes effective immediately upon its adoption.

I, Samuel Unger, Executive Officer, do hereby certify that this Order with all attachments is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Los Angeles Region on February 8, 2018.

  
Samuel Unger, P.E.  
Executive Officer

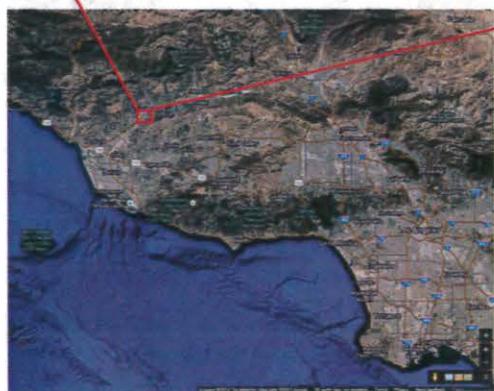


Figure 1 – The Vicinity of Santa Paula Water Recycling Facility (SPWRF)

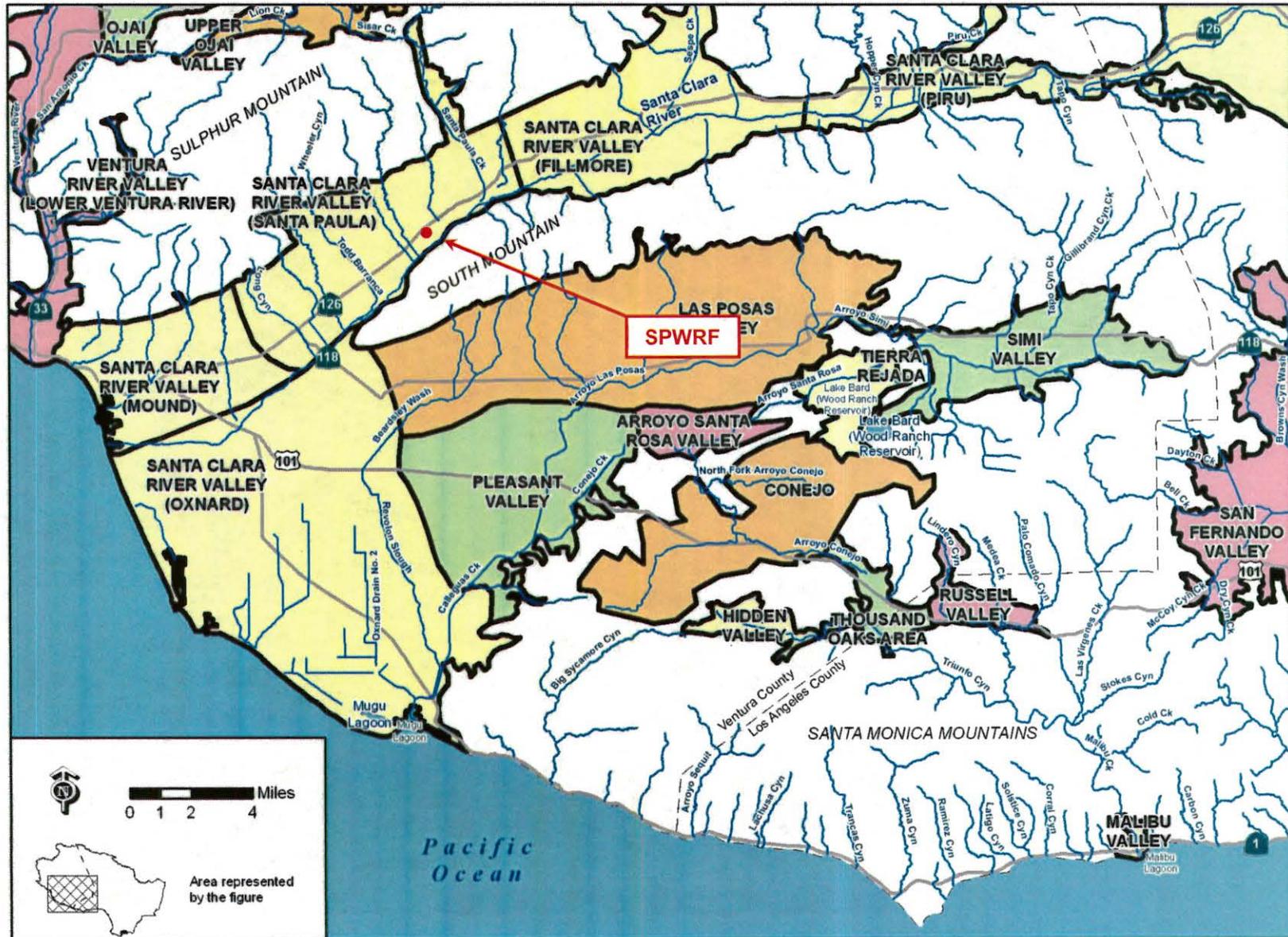


Figure 2 – Santa Paula Groundwater Basin

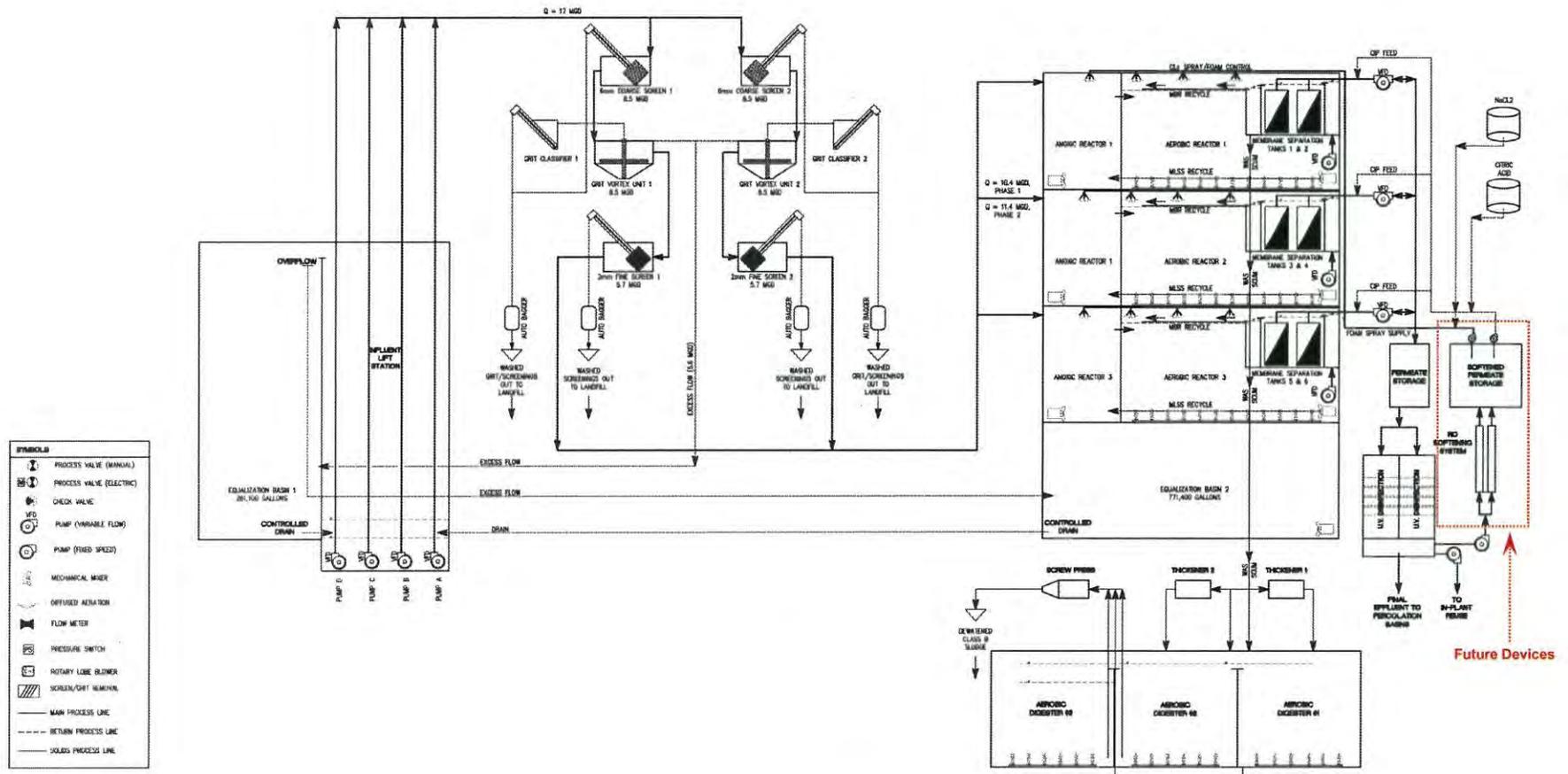


Figure 3 – Process Flow Schematic of Santa Paula Wastewater Recycling Facility



Figure 4 – Locations of Groundwater Monitoring Wells

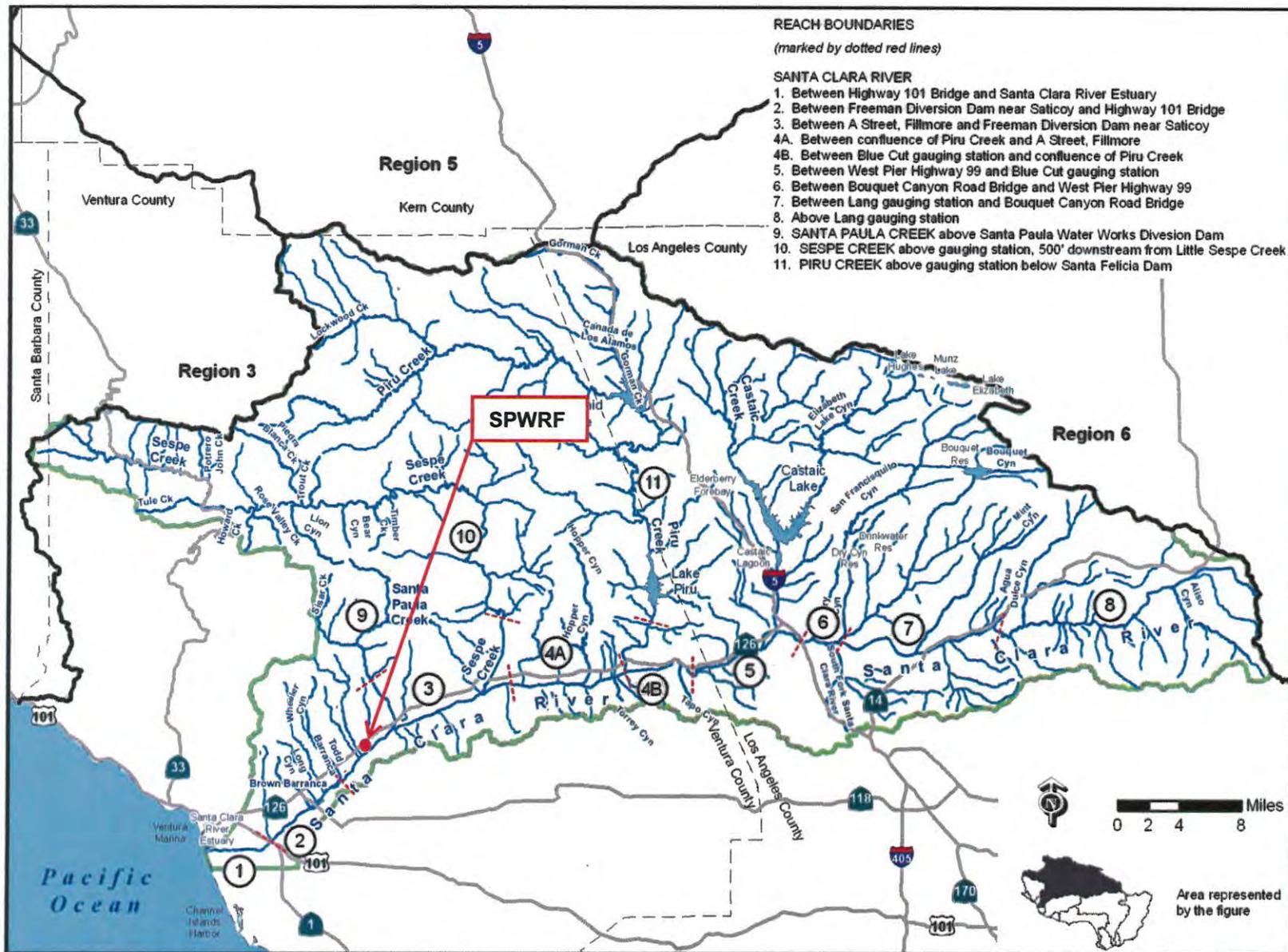


Figure 5 – Santa Clara River Watershed Surface Reaches