

STATE OF CALIFORNIA  
STATE WATER RESOURCES CONTROL BOARD

**WQ ORDER NO. 2007-0003- EXEC**

ASSESSING ADMINISTRATIVE CIVIL LIABILITY  
FOR VIOLATIONS OF WASTEWATER TREATMENT PLANT  
OPERATOR CERTIFICATION PROGRAM  
TO  
STRATFORD PUBLIC UTILITY DISTRICT

The State of California, Water Resources Control Board ("State Water Board") finds:

1. On or about March 29, 2007, the Executive Director of the State Water Board issued Administrative Civil Liability Complaint No. SB-2007-0003-OE ("Complaint"), which proposed to assess an administrative civil liability of \$25,000 against SPUD for certain alleged violations of California Water Code section 13627.1, subdivision (b), by employing, or allowing the employment of, a non-certified person to operate the SPUD Waste Water Treatment Plant ("WWTP") since June 1, 1997.
2. The Complaint alleged that SPUD owns and operates a Class I WWTP located in Stratford, CA and that SPUD has employed Mr. Louis Zamora, a non-certified operator, to operate the SPUD WWTP since June 1, 1997. The liability assessed in the Complaint, however, only addresses the past three years of alleged violations from January 16, 2004 through January 16, 2007.
3. Representatives of SPUD and the State Water Board (collectively referred to as "Parties") entered into settlement negotiations because of a desire to resolve this matter and settle the allegations described herein without a formal hearing.
4. State Water Board Resolution 2002-0104 delegated authority to the Executive Director to issue a decision or order by settlement of the Complaint under Government Code section 11415.60. Accordingly, the Executive Director adopts this Order to facilitate the conversion of the Parties' settlement into a judgment pursuant to California Water Code section 13328.
5. In adopting this Stipulated Order, the State Water Board has considered each of the factors prescribed in California Water Code section 13327. The State Water Board's consideration of these factors is based upon information and comments provided by the Parties and members of the public. In addition to these factors, the administrative civil liability recovers the costs incurred by the staff of the State Water Board in evaluating the violations and preparing the Complaint and related documents.
6. The proposed settlement supports the assessment of administrative civil liability in the amount of \$25,000, including the suspension of \$10,000, for the alleged violations and is in the public interest. This Order and assessment of

administrative civil liability provides for the full and final resolution of each of the alleged violations addressed by this Order.

7. Issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.) in accordance with section 15321, Chapter 3, Title 14, California Code of Regulations.

IT IS HEREBY ORDERED that:

1. Pursuant to the settlement agreement executed by the Executive Director and SPUD, administrative civil liability under California Water Code section 13627.1, subdivision (b) is imposed upon SPUD in the amount of \$25,000.
2. SPUD shall pay \$15,000 to the State Water Resources Control Board for deposit in the Cleanup and Abatement Account. \$10,000 of the ACL liability is suspended on the condition that SPUD employs properly certified personnel to operate its WWTP and does not incur any additional violation of the California Water Code or the California Code of Regulations governing the Operator Certification Program for a five year period. If at any time during this five-year period, operation of SPUD's WWTP is conducted by anyone not properly certified by the Office of Operator Certification or should SPUD commit any additional violation of the regulations governing the Operator Certification Program, then the suspended administrative civil liability amount of \$10,000 shall be due in addition to any fines associated with the additional violation(s).
3. Fulfillment of SPUD's obligations under this Order constitutes full and final satisfaction of any and all liability for each of the alleged violations specifically identified in this Order.

Dated: 5/10/07

  
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Dorothy Rice  
Executive Director

SETTLEMENT AGREEMENT AND MUTUAL RELEASE  
ADMINISTRATIVE CIVIL LIABILITY  
COMPLAINT NO. SB-2007-0003-OE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE – ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. SB-2007-0003-OE (this "Agreement") is made and entered into by Stratford Public Utilities District ("SPUD") and the Executive Director of the State of California, State Water Resources Control Board ("State Water Board") (collectively, the "Parties") with reference to the following facts:

RECITALS:

A. On March 29, 2007, the Executive Director issued Administrative Civil Liability Complaint No. SB-2007-0003-OE ("Complaint"), which proposes to assess an administrative civil liability of \$25,000 against SPUD for certain alleged violations of California Water Code section 13627.1, subdivision (b), by employing, or allowing the employment of, a non-certified person to operate the SPUD Waste Water Treatment Plant ("WWTP") since June 1, 1997.

B. The Complaint alleges that SPUD owns and operates a Class I WWTP located in Stratford, California, that is regulated by the State Water Board, and that SPUD has employed Mr. Louis Zamora, a non-certified operator, to operate the SPUD WWTP since June 1, 1997. The liability assessed in the Complaint only addresses the past three years of alleged violations from January 16, 2004 through January 16, 2007.

C. The Parties, through their respective representatives, have reached this settlement for the violations alleged in the Complaint as described below.

D. The general terms of the settlement are that SPUD will, in exchange for a full and final release of all claims arising out of the specified violations, (1) waive its right to a hearing and pay \$15,000 of the administrative civil liability to the State Water Resources Control Board's Cleanup and Abatement Account, and (2) \$10,000 of the administrative civil liability will be suspended on the condition that SPUD employs properly certified personnel to operate its WWTP and does not incur any additional violation of the California Water Code or the California Code of Regulations governing the Operator Certification Program for a five-year period. If at any time during this five-year period, operation of SPUD's WWTP is conducted by anyone not properly certified by the Office of Operator Certification or should SPUD commit any additional violation of the regulations governing the Operator Certification Program, then the suspended administrative civil liability amount of \$10,000 shall be due in addition to any fines associated with the additional violation(s).

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SPUD covenants and agrees that it waives its right to a hearing on the Complaint and will not contest or otherwise challenge this Agreement before the State Water Board or any court. The Executive Director likewise covenants and agrees that he will not contest or otherwise challenge this Agreement before the State Water Board or any court.

2. SPUD agrees to pay \$15,000 of the proposed Administrative Civil Liability Order to the State Water Board within 30 days of receiving written notice that the Executive Director has issued the Complaint.

3. SPUD and its respective successors and assigns, agents, attorneys, employees, officers, shareholders and representatives hereby release and discharge the State Water Board and the State of California, including each and every constituent agency, board, department, office, commission, fund or entity thereof, and successors and assigns, agents, attorneys, employees, officers, shareholders and representatives of the State Water Board, the State of California, and each and every constituent of the State of California from any and all claims, demands, actions, causes of action, obligations, damages, penalties, liabilities, debts, losses, interest, costs, or expenses of whatever nature, character, or description, that they may have or claim to have against one another by reason of any matter or omission arising from any cause whatsoever relating to the Complaint and this Agreement.

4. SPUD's complete performance of its obligations under this Agreement shall effect a release and discharge of SPUD and its respective successors and assigns, agents, attorneys, employees, officers, shareholders and representatives by State Water Board from any and all claims, demands, actions, causes of action, obligations, damages, penalties, liabilities, debts, losses, interest, costs, or expenses of whatever nature, character, or description, that it may have or claim to have against SPUD by reason of any matter or omission arising from any cause whatsoever relating to the Complaint and this Agreement. Notwithstanding this section, however, the State Water Board expressly reserves its rights under Civil Code section 1542.

5. This Agreement becomes effective immediately upon execution by SPUD and the Executive Director of the State Water Board.

6. In the event that this Agreement does not take effect, or is vacated in whole or in part by a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing for the State Water Board to determine whether to assess administrative civil liabilities for the underlying violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions, except this Agreement, will not be admissible as evidence in the hearing. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to, objections related to prejudice or bias of any of the State Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions, and therefore may have formed impressions or conclusions, prior to conducting the contested evidentiary hearing.

7. Neither this Agreement nor any payment pursuant to this Agreement shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation of any law, rule or regulation. However, this Agreement and/or any actions or payment pursuant to this Agreement may constitute evidence in actions seeking compliance with this Agreement. This Agreement may be used as evidence of a settlement in any future actions by the State Water Board.

8. Each person executing this Agreement in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf he or she executes this Agreement.

9. This Agreement shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

10. If any portion of this Agreement is ultimately determined not to be enforceable, the entire Agreement shall become null and void.

11. This Agreement shall not be modified by any of the Parties by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties.

12. Each party to this Agreement shall bear all attorneys' fees and costs arising from that party's own counsel in connection with the matters referred to herein.

13. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.


14. This Agreement may be executed as duplicate originals, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement.

15. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

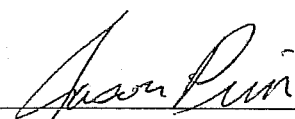
**For the State Water Board Executive Director:**

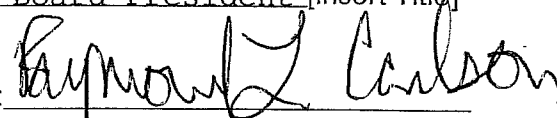
Date: 5-4-07

By:   
Dorothy Rife  
Executive Director

**For SPUD:**

Date: 4-9-07

By:   
Jason Prior [Insert Name]  
Board President [Insert Title]

Approved as to Form:   
Raymond Carlson  
District Counsel