CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE
For
COMPLAINT NO. R2-2008-0065ADMINISTRATIVE CIVIL LIABILITY
IN THE MATTER OF SANITARY SEWER OVERFLOWS
CRYSTAL SPRINGS COUNTY SANITATION DISTRICT
SAN MATEO COUNTY

This Settlement Agreement concerning Administrative Civil Liability Complaint No. R2-2008-0065 (this "Agreement") is made and entered into by the Assistant Executive Officer of the California Regional Water Quality Control Board, San Francisco Bay Region, ("Regional Water Board") and the Crystal Springs County Sanitation District ("District") (collectively referred to below as the "Parties") with reference to the following facts:

RECITALS:

A. On September 16, 2008, the Assistant Executive Officer issued Administrative Civil Liability Complaint No. R2-2008-0065 (Attachment A). The Complaint alleged that the District's sanitary sewer system had 22 sanitary sewer overflows (SSOs) between December 1, 2004, and July 6, 2008, from the sanitary sewer collection system operated by the District. The 22 SSOs reported violated the Statewide General Waste Discharge Requirements, Order No. 2006-0003 DWQ, adopted by the State Water Resources Control Board on May 2, 2006, and/or the Water Quality Control Plan for the San Francisco Bay Basin. The Complaint proposes that the District pay a penalty in the amount of $23,375.

B. The District subsequently provided to the Assistant Executive Officer with evidence that the District, though staffed with County of San Mateo personnel, is a separate legal and financial entity from the County and cannot draw financial resources from the County's general fund to pay administrative civil liabilities as alleged in the Complaint. The Regional Water Board's Prosecution Team reviewed the evidence submitted and agrees that the District cannot draw from the County's general fund to pay for administrative liabilities.

C. The Parties have reached this settlement for the violations alleged in the Complaint. This settlement is subject to public comment as provided below.

D. The Parties agree that full compliance with this Agreement constitutes settlement of all claims arising out of the alleged violations specified in Complaint No. R2-2008-0065.

E. The general terms of the settlement are that the District will pay a total penalty of $23,375 to the State Water Resources Control Board's Waste Discharge Permit Fund, with acknowledgement by the Regional Water Board that the District cannot draw from the County of San Mateo's general fund to pay for this penalty.

F. Subject to the qualifications set forth in paragraph 6 below, the Assistant Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60. The District's representative signing this Agreement confirms that s/he has the authority to bind the District to the terms of this Agreement.

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

1. Both Parties agree to comply with the terms and conditions of this agreement.

2. The Parties agree that they will not denigrate the proposed Administrative Civil Liability Order attached as Attachment B. The Parties further agree that they will not contest the proposed Administrative Civil Liability Order before the Regional Water Board, the State Water Resources Control Board, or any court.

3. Paragraph 2 does not apply in the event that the Executive Officer or Regional Water Board considers adopting an order that differs in any substantial way from the proposed Administrative Civil Liability Order. In that event the Parties will have full rights to a hearing as set forth in the Notice for this proceeding.

4. The Assistant Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the District for the violations alleged in the Complaint. However, the District understands that the Regional Water Board will be issuing a Cease and Desist that will address and correct the causes of the SSOs in the collection systems for the District, the Town of Hillsborough, and the City of San Mateo.

5. The District agrees to pay an administrative civil liability of $23,375 to the Waste Discharge Permit Fund no later than 30 days following the approval by the Regional Water Board or its Executive Officer of the settlement described in this Agreement together with the Administrative Civil Liability Order. That time period shall be extended during the time in which any review is sought under Water Code Sections 13320 or 13330.

6. The Parties understand that this settlement and the proposed Administrative Civil Liability Order must be noticed for a 30-day public review period. In the event that objections are raised during the public comment period for the proposed Administrative Civil Liability Order, the Regional Water Board or the Board's Executive Officer may, under certain circumstances, require a public hearing

regarding the proposed Administrative Civil Liability Order. In that event, the Parties agree to meet and confer in advance of the public hearing concerning such objections, and may agree to revise or adjust the Agreement as necessary or advisable under the circumstances.

7. In the event that this Agreement does not take effect because the Executive Officer and/or the Regional Water Board do not approve the attached Administrative Civil Liabilities Order, or the Order is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged 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.

8. The Parties agree that in the event that the Regional Water Board does not approve a settlement of this matter, they waive any and all objections related to their attempt to settle this matter, including but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors. In that event they further agree to waive any objections that are premised in whole or in part on the fact that the Regional Water Board members and 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 scheduling an evidentiary hearing on the merits of the Administrative Civil Liability Complaint.

9. The Parties intend that this Agreement reflects adequate procedures to be used for the approval of the settlement by the Parties and review by the public. In the event that objections to the procedures are raised during the public comment period for the proposed Administrative Civil Liability Order, the Parties agree to meet and confer concerning any such objections and agree to revise or adjust the procedure as necessary or advisable under the circumstances.

10. Performance of paragraph 5 shall effect a mutual release and discharge of the Parties and their respective assigns, agents, attorneys, employees, officers and representatives from any and all claims, demands, actions, causes of action, obligations, damages, penalties, liabilities, debts, losses interests, costs, or expenses of whatever nature, character, or descriptions 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 proposed Administrative Civil Liability Order, the Complaint, or the sanitary sewer overflows alleged in the Complaint.

11. This Agreement shall not be construed against the Party preparing it, but shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

12. This Agreement shall not be modified by either of the Parties by oral representation made before or after its execution. All modifications to the Agreement must be made in writing and signed by both Parties.

13. Each Party to this Agreement shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

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

15. 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.

16. 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.

17. 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 caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of the most recent date signed.

California Regional Water Quality Control Board
San Francisco Bay Region

By: Dyan C. Whyte

Dyan C. Whyte, Assistant Executive Officer

Date: 1/29/09

Crystal Springs County Sanitation District

By:

Date: 1/29/09

ATTACHMENT A

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

COMPLAINT NO. R2-2008-0065

ADMINISTRATIVE CIVIL LIABILITY
IN THE MATTER OF
SANITARY SEWER OVERFLOWS
CRYSTAL SPRINGS COUNTY SANITATION DISTRICT
SAN MATEO COUNTY

This Complaint is issued to Crystal Springs County Sanitation District (hereinafter "Discharger") to assess administrative civil liability pursuant to California Water Code ("CWC") Section 13350 and Section 13323. The Complaint addresses discharges of untreated wastewater resulting from sanitary sewer overflows (SSOs). The Discharger violated the State Water Resources Control Board Order No. 2006-0003 DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. Violations cited herein occurred during the period December 1, 2004, through May 31, 2008.

The Assistant Executive Officer of the California Regional Water Quality Control Board, San Francisco Bay Region (hereinafter the "Regional Water Board"), hereby gives notice that:

1. The Discharger is alleged to have violated provisions of law for which the Regional Water Board may impose civil liability pursuant to CWC Section 13350 and Section 13323. This Complaint proposes to assess $23,375 in penalties for the violations cited based on the considerations described in this Complaint. The deadline for comments on this Complaint is **October 16, 2008**, 5 p.m.

2. The Discharger owns a sanitary sewer collection system (collection system) that serves an unincorporated area of San Mateo County. The County of San Mateo operates the Discharger's collection system. The Discharger's collection system consists of approximately 19 miles of sewer pipe and serves an approximate population of 5,600. Sewage from the Discharger's collection system flows through the Town of Hillsborough's and the City of San Mateo's collection systems and is treated at the City of San Mateo's wastewater treatment plant (or San Mateo WWTP).

3. This Complaint is issued to address 22 SSOs of untreated sewage from the Discharger's collection system from December 1, 2004, through July 6, 2008.

4. Unless waived, the Regional Water Board will hold a hearing on this Complaint at its November 12, 2008, meeting at the Elihu M. Harris State Building, First Floor Auditorium, 1515 Clay Street, Oakland. The Discharger or its representative will have an opportunity to be heard and contest the allegations in this Complaint and the imposition of the civil liability. An agenda for the meeting will be mailed to the Discharger not less than 10 days before the hearing date. The deadline to submit all written comments and evidence concerning this Complaint is specified in Finding 1. At the hearing, the Regional Water Board will consider

whether to affirm, reject, or modify the proposed civil liability, to refer the matter to the Attorney General for recovery of judicial liability, or take other enforcement actions.

5. The Discharger can waive its right to a hearing to contest the allegations contained in this Complaint by paying the civil liability in full, all in accordance with the procedures and limitations set forth in the attached waiver.

ALLEGATIONS

1. From December 1, 2004, through May 31, 2008, the Discharger reported 22 SSOs from its collection system. One of these was a spill of 15,000 gallons of raw sewage to Polhemus Creek on January 25, 2008. The attached Table 1 summarizes the details of all 22 SSOs.

2. An SSO is a discharge from a collection system of raw sewage consisting of domestic, industrial, and commercial wastewater. An SSO contains high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease, and other pollutants. An SSO causes a public nuisance when untreated wastewater is discharged to areas with public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. An SSO that discharges to land and is not fully cleaned up or contained, discharges to surface waters and/or seeps to ground waters. SSOs pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

REQUIREMENTS APPLICABLE TO THE DISCHARGER

1. The Discharger's collection system is regulated by Statewide General Waste Discharge Requirements, Order No. 2006-0003 DWQ, which was adopted by the State Water Resources Control Board (or State Water Board) on May 2, 2006. As owner of a collection system, the Discharger is required to comply with Order No. 2006-0003 DWQ (or General WDR). On behalf of the Discharger, the County of San Mateo filed the Notice of Intent for coverage under the General WDR on October 20, 2006, and was assigned WDID No. 2SSO10122. The effective date of the General WDR is November 27, 2006.

2. Order No. 2006-0003 DWQ includes the following prohibitions:

   C. PROHIBITIONS

   1. *Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.*

   2. *Any SSO that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in CWC Section 13050(m) is prohibited.*

3. The Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan) is the Regional Water Board's master water quality control planning document. It designates beneficial uses and water quality objectives for waters of the State, including surface waters and groundwater. It also includes programs of implementation to achieve water quality objectives. The Basin Plan was duly adopted by the Regional Water Board and approved by the State Water Board, Office of Administrative Law, and the U.S. EPA, where required.

4. The Basin Plan at Discharge Prohibition 15 in Table 4-1 states the following:

   It shall be prohibited to discharge raw sewage or any waste failing to meet waste discharge requirements to any waters of the Basin.

WATER CODE PROVISIONS RELEVANT TO THESE DISCHARGES

1. Pursuant to CWC Section 13350(a)(2), a discharger is subject to civil liability for violating any waste discharge requirements, or prohibition issued by the Regional Water Board. The Regional Water Board may impose civil liability administratively pursuant to CWC, Chapter 5, Article 2.5 (commencing at Section 13323) either on a daily basis or on a per gallon basis, but not both, as follows:

   a. The civil liability on a daily basis may not exceed $5,000 for each day in which a violation occurred.
   b. The civil liability on a per gallon basis may not exceed $10 for each gallon of waste discharged.

   If this matter is referred to the Attorney General for judicial enforcement, a higher liability of either $15,000 per day of violation or $20 per each gallon of discharge may be imposed.

VIOLATIONS

Of the 22 SSOs, 11 are violations of either the General WDR Prohibition C.2 or the Basin Plan Prohibition 15. In general, the violations are as follows:

- SSOs, or any portion of an SSO, that reach groundwater or surface waters of the Basin violate the Basin Plan discharge prohibition.
- All SSOs, regardless of ultimate destination, that occur after the effective date of the General WDR is a violation of the General WDR.

Specifically, of the 22 SSOs, 11 occurred after the effective date of the General WDR. All these 11 SSOs violated the General WDR.

The other 11 SSOs occurred before the effective date of the General WDR and thus violate the Basin Plan which prohibits the discharge of raw sewage to groundwater or surface waters of the Basin. Of these 11 SSOs, 4 reached groundwater because they discharged to “yard/land” so a portion of each would have seeped through the soil to groundwater; 7 discharged to unspecified

locations and were not recovered so a portion of each SSO likely seeped into the soil and eventually to groundwater. The attached Table 1 summarizes the details of all 22 SSOs.

MAXIMUM LIABILITY

The maximum administrative civil liability the Regional Water Board may impose for the violations is $258,500. See Table 1 for calculations [CWC Section 13350(e)].

CONSIDERATION OF FACTORS UNDER 13327

1. In determining the amount of civil liability to be assessed against the Discharger, the Regional Water Board has taken into consideration the factors described in CWC Section 13327. The factors described include

   - The nature, circumstances, extent, and gravity of the violation or violations,
   - Whether the discharge is susceptible to cleanup or abatement,
   - The degree of toxicity of the discharge,
   - With respect to the discharger, the ability to pay and the effect on ability to continue in business,
   - Any voluntary cleanup efforts undertaken,
   - Any prior history of violations,
   - The degree of culpability,
   - The economic benefit or savings, if any, resulting from the violation, and
   - Other such matters as justice may require.

2. **The nature, circumstances, extent, and gravity of the violation or violations**

   There were 22 SSOs that total approximately 19,000 gallons. Root blockages caused 19 SSO including the largest one at 15,000 gallons to Polhemus Creek. The other causes include grease and one SSO was caused by damage to the sewer pipe by a third party.

   In general, the gravity of SSOs is high. Sanitary sewer overflows are discharges of raw untreated sewage, so they are a nuisance and adversely affect public health. The Discharger's SSO of 15,000 gallons to Polhemus Creek is especially grave because it reached surface waters and adversely impacted water contact recreation and aquatic life. The other SSOs, particularly those that were low in volume and discharged to land, are less significant because only a small portion of each would have reached groundwater and thus would have minimal adverse toxicity impact.

3. **Whether the discharge is susceptible to cleanup or abatement**

   SSOs during wet weather may not be amenable to cleanup or containment because storm drains and creeks are also flowing full at the time. For example, the Discharger's largest SSO of 15,000 gallons occurred from an overflowing manhole situated adjacent to Polhemus

Creek and occurred during a storm event. Its location reportedly hampered the Discharger's ability to perform cleanup activities because high creek flows quickly carried away the spill.

However, during dry weather, either all or a portion of an SSO can be contained and returned to the sanitary sewer for treatment. Overall, the Discharger recovered a very small percentage of its SSOs (about 6 percent, by volume).

4. The degree of toxicity of the discharge

The degree of toxicity of SSOs cannot be accurately quantified. However, raw sewage, as compared to properly treated wastewater, typically has about ten times the concentrations of biochemical oxygen demand, trash, total suspended solids, oil and grease, ammonia, and thousands of times the levels of viruses and bacteria (measured in terms of total and fecal coliform). These pollutants exert varying levels of impact on water quality, and, as such, will adversely affect beneficial uses of receiving waters to different extents. Some possible adverse effects on water quality and beneficial uses as a result of SSOs include:

- Adverse impact to fish and other aquatic biota caused by bio-solid deposition, oil and grease, and toxic pollutants common in sewage (such as heavy metals, pesticides, personal care products, and pharmaceuticals);
- Creation of a localized toxic environment in the water column as a result of the discharge of oxygen-demanding pollutants that lower dissolved oxygen, and elevated ammonia concentration which is a demonstrated fish toxicant; and
- Impairment to water contact recreation and noncontact water recreation and harm to fish and wildlife as a result of elevated bacteria levels including pathogens.

Sanitary sewer overflows diluted with storm water do not pose the same level of toxicity or impact as an equal volume of raw sewage during non-storm conditions. However, any SSOs that occur during dry weather are significant because they are full strength and receive no dilution. The Discharger's only SSO that reportedly reached surface water was of 15,000 gallons caused by root blockage during a storm event.

5. The ability to pay and the effect on ability to continue in business

The Discharger has an operating budget of approximately $1.35 Million for fiscal year 2008/2009. This budget includes paying back a $1 Million loan the Discharger obtained to pay for its shared cost of a Town of Hillsborough capital improvement project (CIP), but it does not include paying $1.5 Million for its shared cost of a City of San Mateo CIP. The Discharger has attempted to raise its sewer service rates to pay for its share of CIP costs. However, due to State Proposition 218, the Discharger has not gotten voter approval to fund these CIPs and to raise its operation and maintenance costs. Despite this, the Discharger has the authority to adjust its rate scale (pending property owner approval) to provide for financial needs. Also, the Discharger is operated by the County of San Mateo, and the County has resources in its general fund. Therefore, the Discharger has the ability to pay the proposed administrative civil liability and continue in business.

6. Any voluntary cleanup efforts undertaken

Of the total 18,763 gallons of sewage spilled, the Discharger recovered 230 gallons. Approximately 18,500 gallons were not recovered.

7. Any prior history of violations

The Regional Water Board's records prior to the timeframe for this Complaint are not complete or accurate; however, it is likely that the Discharger has had prior SSOs.

8. The degree of culpability

The Discharger is culpable for all but one of the violations because it is responsible for the proper operation and maintenance of its collection system. The one exception was on August 21, 2006, because it was caused by a third party. As noted earlier, the primary cause of the Discharger's SSOs is root blockages. Though the Discharger does have a program that targets root blockage hot spots, and the program contains elements of a good root removal program, this program needs to be improved because root blockage SSOs continue to occur.

9. The economic benefit of savings

The Regional Water Board does not have evidence of economic benefit or savings from the violations. The Discharger's preventative maintenance includes a root control program that is comparable to other Bay Area collection systems. And while a more aggressive program is needed to reduce and prevent root blockage SSOs, such a program may be accomplished with the Discharger's existing program resource commitments.

10. Other such matters as justice may require

The Discharger has allowed more infiltration into its collection system than would have occurred if it had completed all of the necessary CIPs. The Discharger's 1999 Sewer Master Plan identified nine CIPs necessary to correct hydraulic and structural deficiencies. The Discharger completed just one of the CIPs and just the one that was related to increasing capacity. The remaining eight CIPs relate to structural deficiencies in the sewer pipes that allow infiltration into the pipes. These were not completed due to insufficient funding. If the Discharger had completed these eight CIPs, the amount of infiltration during wet weather events would have been significantly reduced because these CIPs address approximately 18 percent of the District's total length of sewer mains. Because of its failure to complete these CIPs, the Discharger has contributed to the volume of downstream SSOs in the Town of Hillsborough and the City of San Mateo.

The Regional Water Board's Resolution No. R2-2005-0059 declares support of local programs that inspect and rehabilitate private sewer laterals. The Resolution also states that the Regional Water Board would consider the existence of such programs, especially those experiencing significant infiltration and inflow from private sewer laterals, as an important

factor when considering enforcement actions for sanitary sewer overflows. The Discharger does not currently have a program that inspects and rehabilitates private sewer laterals.

Regional Water Board staff spent an estimated 25 hours to prepare the Complaint and supporting evidence. Based on an average staff cost to the State of $135 per hour, the total staff cost is $3,375.

CEQA EXEMPTION

This issuance of this Complaint is an enforcement action and is, therefore, exempt from the California Environmental Quality Act, pursuant to Title 14, California Code of Regulations, Section 15321.

September 16, 2008
Date

Dyan C. Whyte
Assistant Executive Officer

Attachment: Waiver of Hearing
Table 1: Crystal Springs County SD SSOs

Table 1 – Crystal Springs County Sanitation District SSOs, December 1, 2004, to May 31, 2008

Date	Location	Gallons Discharged	Gallons Recovered	SSO Destination	Cause	Maximum Penalty[1]
1/18/05	1735 Randle	150	0	Yard/Land	Root Blockage	$5,000
4/11/05	65 Mountain View	50	Not Known	Unknown	Root Blockage	$5,000
4/12/05	201 Polhemus	5	Not Known	Unknown	Root Blockage	$5,000
10/23/05	525 Polhemus	500	0	Yard/Land	Root Blockage	$5,000
1/17/06	1735 Randall	35	Not Known	Unknown	Root Blockage	$5,000
4/16/06	1359 Enchanted	70	Not Known	Unknown	Root Blockage	$5,000
7/25/06	1730 Los Altos	60	Not Known	Unknown	Root Blockage	$5,000
8/21/06	Ascension & Polhemus	500	0	Yard/Land	Infrastructure Failure	$5,000
10/20/06	1428 Rainbow	65	Not Known	Unknown	Root Blockage	$5,000
11/18/06	500 Polhemus	600	0	Yard/Land	Root/Debris Blockage	$6,000
11/18/06	1624 Ascension	600	0	Yard/Land	Grease Blockage	$6,000
12/16/06	1426 Lexington	10	Not Known	Unknown	Root Blockage	$5,000
1/17/07	1354 Enchanted	20	Not Known	Unknown	Root Blockage	$5,000
3/6/07	1354 Enchanted	20	Not Known	Unknown	Root Blockage	$5,000
6/13/07	1432 Bel Aire	100	0	Unpaved surface	Root Blockage	$5,000
11/23/07	Ascension & Los Alto	35	35	Other paved surface	Root Blockage	$5,000
12/22/07	1250 Parrott Dr	650	0	Unpaved surface	Grit/Debris/Grease Blockage	$6,500
1/25/08	Ascension & Polhemus	15,000	0	Surface water	Root Blockage	$150,000
3/5/08	180 Kristen	23	0	Unpaved surface	Root Blockage	$5,000
3/24/08	45 Crown Ct	90	90	Other paved surface	Root Blockage	$5,000
3/26/08	45 Crown Ct	80	80	Other paved surface	Root Blockage	$5,000
5/18/08	1570 Seneca Lane	100	25	Storm drain/Land	Root Blockage	$5,000
	Total	18,763	230		**TOTAL**	**$258,500**

Note: (1) The Maximum Penalty for each SSO is determined by the higher of $5,000 per day per violation or $10 per gallon of waste discharged.

WAIVER

If you waive your right to a hearing, the matter will be included on the agenda of a Water Board meeting but there will be no hearing on the matter, unless a) the Water Board staff receives significant public comment during the comment period, or b) the Water Board determines it will hold a hearing because it finds that new and significant information has been presented at the meeting that could not have been submitted during the public comment period. If you waive your right to a hearing but the Water Board holds a hearing under either of the above circumstances, you will have a right to testify at the hearing notwithstanding your waiver. **Your waiver is due no later than October 16, 2008, 5 p.m.**

❑ Waiver of the right to a hearing and agreement to make payment in full.
By checking the box, I agree to waive my right to a hearing before the Water Board with regard to the violations alleged in this Complaint and to remit the full penalty payment to the State Water Pollution Cleanup and Abatement Account, c/o Regional Water Quality Control Board at 1515 Clay Street, Oakland, CA 94612. I understand that I am giving up my right to be heard, and to argue against the allegations made by the Assistant Executive Officer in this Complaint, and against the imposition of, or the amount of, the civil liability proposed unless the Water Board holds a hearing under either of the circumstances described above. If the Water Board holds such a hearing and imposes a civil liability, such amount shall be due 30 days from the date the Water Board adopts the order imposing the liability.

_____	_____
Name (print)	Signature
_____	_____
Date	Title/Organization

ATTACHMENT B

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

TENTATIVE ORDER

ADMINISTRATIVE CIVIL LIABILITY FOR:

CRYSTAL SPRINGS COUNTY SANITATION DISTRICT
SAN MATEO COUNTY

This Order is issued in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability Complaint No. R2-2008-0065. The parties to the proceeding are the California Regional Water Quality Control Board, San Francisco Bay Region's ("Regional Water Board's") Prosecution Team, and the Crystal Springs County Sanitation District ("Discharger").

The Regional Water Board has been presented with a proposed settlement of the claims alleged in the Complaint (Attachment 1). The proposed settlement is set forth in a Settlement Agreement (Attachment 2) that represents a mutually agreed-upon resolution of the Prosecution Team's claims through the payment of an administrative civil liability in the amount of $23,375 to the Waste Permit Discharge Fund.

Having provided public notice of the proposed settlement and an opportunity for comment, the Water Board finds that:

1. The Discharger owns and operates a sanitary sewer collection system (collection system) consisting of approximately 19 miles of sewer pipes and serves an approximate population of 5,600. Sewage from the Discharger's collection system flows through the Town of Hillsborough's and the City of San Mateo's collection systems and is treated at the City of San Mateo's wastewater treatment plant.

2. From December 1, 2004, through July 6, 2008, the Discharger had 22 sanitary sewer overflows (SSOs) of untreated sewage.

3. SSOs, or any portion of an SSO, that reach groundwater or surface waters of the Basin violate the Water Quality Control Plan for the San Francisco Bay Area (Basin Plan) Discharge Prohibition 15. All SSOs, regardless of ultimate destination, which occur after the effective date of the Statewide General Waste Discharge Requirements, Order No. 2006-0003 (General WDRs) Prohibitions C.1 and C.2 are violations of the General WDR..

4. 11 of the SSOs occurred after the effective date of the General WDR. All these 11 SSOs violated the General WDR. The other 11 SSOs occurred before the effective date of the General WDR and thus violated the Basin Plan. Of these 11 SSOs, 4 reached groundwater because they discharged to "yard/land" so a portion of each

would have seeped through the soil to groundwater; 7 discharged to unspecified locations and were not recovered so a portion of each SSO likely seeped into the soil and eventually to groundwater. The attached Table 1 summarizes the details of all 22 SSOs.

5. The Water Board has considered the exhibits and information in the record and comments provided by the Parties and the public and finds that the Discharger is subject to civil penalties. In determining the amount of civil liability to be assessed against the Discharger, the Water Board has taken into consideration the factors described in California Water Code ("CWC") Section 13327.

6. The Water Board finds that the penalty amount agreed to by the Parties is reasonable based on the factors in CWC Section 13327.

7. The Water Board makes no findings on ability to pay because the discharger has agreed to pay the proposed liability.

8. This issuance of this Complaint is an enforcement action and is, therefore, exempt from the California Environmental Quality Act, pursuant to Title 14, California Code of Regulations, Section 15321.

IT IS HEREBY ORDERED that:

1. The Settlement is approved;

2. The Discharger shall pay the sum agreed to under the Settlement Agreement in accordance with its terms;

3. Fulfillment of the Discharger's obligations under the Settlement Agreements constitutes full and final satisfaction of any and all liability for each claim in the Complaints in accordance with the terms of the Settlement Agreements.

Date:_____ _____

Bruce H. Wolfe
Executive Officer

Attachments:
1. Complaint No. R2-2008-0065
2. Settlement Agreement