



California Regional Water Quality Control Board Santa Ana Region



Matthew Rodriguez
Secretary for
Environmental Protection

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Edmund G. Brown Jr.
Governor

September 22, 2011

Mr. Dennis Smith, Superintendent
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ORDER NO. R8-2011-0005, SETTLEMENT AGREEMENT

Dear Mr. Smith:

Enclosed is a certified copy of Order No. R8-2011-0005, Settlement Agreement and Stipulation for Entry of Administrative Civil Liability (Settlement Agreement). Please note that this Settlement Agreement is now final and is now in effect.

In accordance with this Settlement Agreement, you are required to:

- (1) Submit a payment of \$63,050 to this office, made payable to the State Water Pollution Cleanup and Abatement Account, within 30 days of the date on this letter (a self-addressed envelope is enclosed for your convenience).
- (2) Fund the approved Supplemental Environmental Project (SEP) with the balance of the assessed amount. This represents the suspended liability (\$45,950).

Please note that the suspended liability shall be used exclusively to fund the SEP described in Exhibit B (attached) of the Settlement Agreement. The SEP project is to be completed by June 30, 2012. A final SEP report should be prepared and it should include a Certificate of Completion (see Exhibit D, attached) and must be submitted to this office no later than July 15, 2012.

California Environmental Protection Agency



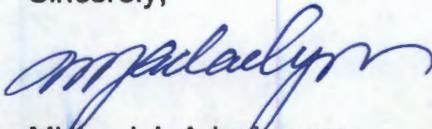
Dennis Smith
ACL Settlement Agreement, Order No. R8-2011-0005

- 2 -

September 22, 2011

If you have any questions regarding this matter, please contact Mary Bartholomew at mbartholomew@waterboards.ca.gov or at (951) 321-4586.

Sincerely,



Michael J. Adackapara
Division Chief

Enclosure: Order No. R8-2011-0005, with exhibits, Self-addressed Envelope

California Environmental Protection Agency



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STATE OF CALIFORNIA
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

In the matter of:)

Placentia - Yorba Linda)
Unified School District)
1301 E. Orangethorpe Avenue)
Placentia, CA 92870)

Attn: Dennis Smith)

ORDER NO. R8-2011-0005

SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY ORDER

Section I: Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order ("Stipulation") is issued in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability Complaint No. R8-2010-0024, dated June 10, 2010 (the "Complaint", Exhibit A). This Stipulation is entered into by and between the Santa Ana Regional Water Quality Control Board Prosecution Staff ("Prosecution Staff"), Placentia - Yorba Linda Unified School District (referred to as "Discharger") (the Prosecution Staff and the Discharger are referred to collectively as "Parties") and is presented to the Santa Ana Regional Water Quality Control Board ("Regional Water Board"), or its delegee, for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

Section II: Recitals

2. The Discharger owns the property under construction for the campus of Yorba Linda High School, located at 4175 Fairmont Boulevard in Yorba Linda, California, Orange County. The construction activities at the site are subject to the requirements set forth in the State Water Resources Control Board's Water Quality Order No. 99-09 DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements for Storm Water Discharges Associated with Construction Activity ("General Permit"). Complaint No. R8-2010-0024 was issued to the Discharger for violations of the General Permit during construction activities at the Yorba Linda High School site.
3. The Complaint recommends imposing an administrative civil liability totaling \$109,000 for alleged violations of the General Permit which is a violation of California Water Code ("CWC") Section 13385. That amount includes staff costs of \$17,100.
4. To resolve by consent and without further administrative proceedings alleged violations of the CWC as set forth in the Complaint, the Parties have agreed to the imposition of

administrative civil liability of \$109,000 against the Discharger, which includes \$17,100 for staff costs. Payment of \$63,050 to the State Water Pollution Cleanup and Abatement Account is due no later than 30 days following the issuance of an Order incorporating the terms of this Stipulation. The remaining \$45,950 in administrative civil liability shall be suspended upon completion of a Supplemental Environmental Project ("SEP"), as described herein in Paragraph 8.

5. The Complaint alleges that the Discharger violated the General Permit by discharging storm water containing pollutants to waters of the United States from the construction site and by causing or threatening to cause a condition of pollution or nuisance. The Discharger also violated the General Permit by failing to develop and properly implement an effective Storm Water Pollution Prevention Plan and by failing to maintain adequate pollution control measures.
6. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Staff believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation and that this Stipulation is in the best interest of the public.

Section III: Stipulations

The Parties stipulate to the following:

7. **Administrative Civil Liability:** The Discharger hereby agrees to pay the administrative civil liability totaling \$109,000 as set forth in Paragraph 4 herein. Further, the Discharger agrees that \$45,950 of this administrative civil liability (Suspended Liability) shall be used exclusively to fund the SEP project as described in Exhibit B attached hereto and incorporated by this reference. This amount of the liability shall be waived upon completion of the SEP in accordance with the terms of this Order.
8. **SEP:** The Parties agree that this Stipulation includes a SEP as described in Exhibit B. The proposed SEP is a Water Quality Educational Program that would educate elementary school children within the Placentia-Yorba Linda Unified School District in water pollution prevention and water conservation techniques. The SEP will be implemented by the Discharger in accordance with the schedule provided in Exhibit B.
9. **Agreement of Discharger to Fund and Implement the SEP:** The Discharger represents that: (1) it will fund and implement the SEP in the amount as described in Paragraph 8 of this Stipulation; (2) it will remain liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board or its delegee in accordance with the terms of this Stipulation; (3) the Regional Water Board has the right to require an audit of the funds expended by the Discharger to implement the SEP at

the Discharger's expense; (4) it will provide certifications and written reports to the Regional Water Board consistent with the terms of this Stipulations that detail the implementation and completion of the SEP.

10. **SEP Oversight:** The Discharger shall reimburse the Regional Water Board for its costs in overseeing the implementation of the SEP. The Discharger shall pay the Cleanup and Abatement Account the amount for these costs within thirty (30) days of receipt of a statement from the Regional Water Board indicating the amount of oversight costs it has incurred. The oversight costs will be billed at the rate of \$150 per hour for a maximum of 10 hours. If the Regional Water Board's oversight of this SEP requires access to District's school sites, the Water Board shall request access in writing. Upon receipt of the written request, the Discharger shall work with the Regional Water Board to schedule a mutually convenient time for access. The Regional Water Board's right to enter onto any of the Discharger's school sites to determine the compliance of the SEP is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125. The certification form attached hereto and incorporated as Exhibit C shall be completed by the Regional Water Board and submitted to District prior to entry and shall be updated by the Regional Water Board as necessary during the term of this Agreement. These oversight costs are not considered part of the SEP for the purposes of expending any of the \$45,950 allocated for the SEP.
11. **Report and Certification of Completion of SEP:** The Discharger shall provide a final report and a Certificate of Completion¹ as per the schedule provided in Exhibit B.
12. **Third Party Financial Audit of SEP:** At the written request of Regional Water Board staff, the Discharger, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies)' professional opinion that the Discharger has expended money in the amounts claimed by it. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
13. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its SEP obligations under this Stipulation and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Discharger and result in the permanent stay of the Suspended Liability.

¹ Certificate of Completion shall be on Exhibit D, which is hereby incorporated into this Order.

14. **Failure to Expend the Entire Suspended Liability on the SEP:** In the event that the Discharger completes the SEP but is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire Suspended Liability has been spent to complete the components of the SEP for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger can demonstrate was actually spent on the SEP. The Discharger shall pay this amount within 30 days of its receipt of notice of the Regional Water Board's determination that the Discharger has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.
15. **Failure to Complete the SEP:** If the SEP is not fully implemented by the dates specified in Exhibit B, Regional Water Board staff shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof, or the Discharger may be compelled to complete the SEP. If payment of the Suspended Liability is sought, the amount of the Suspended Liability owed shall be determined via a "Motion for Payment of Suspended Liability" before the Regional Water Board. If the completion of the SEP is sought, a "Motion for Completion of SEP" will be brought before the Regional Water Board. Upon a final determination of the amount of the Suspended Liability assessed, the amount owed shall be paid to the State Water Pollution Cleanup and Abatement Account within thirty (30) days after the Regional Board serves its final determination on the Discharger. If the Discharger is either assessed all or a portion of the Suspended Liability or compelled to complete the SEP, the Discharger shall be liable for the Regional Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed Suspended Liability amount or completion of the SEP will satisfy the Discharger's obligations pursuant to this Stipulation and the Proposed Order to implement the SEP.
16. **Publicity:** Should the Discharger, or its agents or subcontractors publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is being funded as part of the settlement of an enforcement action by the Regional Water Board against the Discharger.
17. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulation and/or compliance with the terms of this Stipulation is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject them to further enforcement, including additional administrative civil liability.
18. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
19. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulation, this Order represents a final and binding resolution and settlement of the violations alleged in the Complaint. The

provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Paragraph 4 and the Discharger's full satisfaction of the SEP obligations described herein.

20. **Public Notice:** Federal law mandates that any settlement will not become final until after a 30-day public notice and comment period expires. (40 CFR 123.27.) The Complaint, the SEP proposal and this Stipulation were publicly noticed at least for 30 days. All public comments received during that public notice period have been considered and responded to.
21. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
22. **Interpretation:** This Stipulation shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
23. **Modification:** This Stipulation shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved the Regional Water Board or its delegee.
24. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or 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 will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
25. **Waiver of Hearing:** The Discharger has been informed of the rights provided by CWC section 13323, subdivision (b), and has waived its right to a hearing before the Regional Water Board prior to the adoption of the Order.
26. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
27. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, Order, or SEP, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.
28. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter covered by this Order.
29. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Order.
30. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.
31. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.

EXHIBIT A

Administrative Civil Liability Complaint No. R8-2010-0024

STATE OF CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

In the Matter of:)

Placentia-Yorba Linda Unified School District)
1301 E. Orangethorpe Avenue)
Placentia, CA 92870)

Attn: Mike Bailey)

COMPLAINT NO. R8-2010-0024
for
ADMINISTRATIVE CIVIL LIABILITY

YOU ARE HEREBY GIVEN NOTICE THAT:

1. Placentia-Yorba Linda Unified School District (hereinafter the Discharger) is alleged to have violated provisions of law for which the California Regional Water Quality Control Board, Santa Ana Region (hereinafter Regional Board), may impose administrative civil liability under California Water Code (hereinafter "CWC") §13385(c).
2. A hearing concerning this Complaint may be held before the Regional Board within ninety (90) days of the date of issuance of this Complaint, unless, pursuant to CWC §13323, the Discharger waives its right to a hearing. The waiver procedures are specified in the attached Waiver Form. The hearing in this matter is scheduled for the Regional Board's regular meeting on July 23, 2010, at the Loma Linda City Council Chambers, 25541 Barton Road, City of Loma Linda, California. The Discharger or its designated representative will have an opportunity to appear and be heard, and to contest the allegations in this Complaint and the imposition of civil liability by the Regional Board. An agenda for the meeting and the staff report relating to this item will be mailed to you not less than 10 days prior to the hearing date.
3. If a hearing is held on this matter, the Regional Board will consider whether to affirm, reject, or modify the proposed administrative civil liability or whether to refer the matter to the Attorney General for recovery of judicial civil liability. If this matter proceeds to hearing, the Prosecution Team reserves the right to seek an increase in the civil liability amount to cover the costs of enforcement incurred subsequent to the issuance of this Complaint through hearing.
4. The Discharger is alleged to have violated the following sections of the General Permit for Storm Water Discharges Associated with Construction Activity, Order No. 99-08-DWQ (General Permit):

A) Discharge Prohibition, Provision A.3:

"Storm water discharges shall not cause or threaten to cause pollution, contamination, or nuisance."

B) Special Provision C.2:

"All dischargers shall develop and implement a [Storm Water Pollution Prevention Plan] SWPPP in accordance with Section A: Storm Water Pollution Prevention Plan. The discharger shall implement controls to reduce pollutants in storm water discharges from their construction sites to the BAT/BCT¹ performance standard."

C) Section A.6:

"At a minimum, the discharger/operator must implement an effective combination of erosion and sediment control on all disturbed areas during the rainy season..."

5. THIS COMPLAINT IS BASED ON THE FOLLOWING FACTS:

- a. The General Permit regulates storm water discharges from construction activities of one acre or greater to waters of the United States. The Discharger is a public school district with headquarters at 1301 East Orangethorpe Avenue in Placentia, California. On May 24, 2007, the Discharger filed a Notice of Intent for coverage of its construction activities at the Yorba Linda High School site under the General Permit. Yorba Linda High School is located at 4175 Fairmont Boulevard in Yorba Linda, California. The NOI indicated that the construction activities would disturb 53 acres. Storm water runoff from the construction site is regulated under the State's General Permit, Waste Discharge Identification (WDID) No. 8 30C347137. Runoff from the site drains via the City's municipal storm drain system to Carbon Canyon Creek, which confluent with Reach 2 of the Santa Ana River.
- b. On March 24, 2009, Board staff conducted a routine inspection of the construction site. Staff observed that there was an ineffective combination of erosion and sediment controls throughout the site, perimeter sediment controls were inadequate, soil stockpiles were not adequately protected, trash and construction wastes were not adequately contained; the Storm Water Pollution Prevention Plan (SWPPP) was incomplete, and on-site storm drain inlets were inundated with sediment from sediment-laden storm water discharges.
- c. On April 3, 2009, the Discharger was issued a Notice of Violation (NOV) via certified mail that cited its inadequate implementation of pollution control measures and incomplete Storm Water Pollution Prevention Plan. The letter required that the Discharger to submit a response to the Regional Board office citing the actions that had been taken to come into compliance.
- d. On April 17, 2009, the Discharger responded to the NOV. The response stated pollution control measures had been improved and the Storm Water Pollution Prevention Plan had been updated.

¹ BAT is the acronym for Best Available Technology; BCT is the acronym for Best Conventional Technology.

- e. On November 18, 2009, Board staff conducted an inspection of the construction site. Staff observed that there was an ineffective combination of erosion and sediment controls throughout the site, soil stockpiles were not adequately protected, and construction materials and waste were not adequately contained. Board staff walked the site with Mr. Shrader (Construction Manager) and Mr. Schoeneman (Assistant Supervisor) and explained the deficiencies that were noted in the site's BMP implementation.
- f. On December 7, 2009, Board staff re-inspected the site during a rain event. Staff observed ineffective erosion and sediment control measures. Soil stockpiles were without adequate erosion and sediment controls and the southern slope lacked adequate erosion and sediment controls. Staff observed the discharge of sediment-laden storm water from the site to the municipal separate storm sewer system due to inadequate BMP implementation.
- g. On December 8, 2009, the Discharger was issued a second Notice of Violation (NOV) via certified mail for violations observed during the November 18, 2009 inspection (these items had been orally conveyed to site personnel during the inspection). The letter cited inadequate implementation of pollution control measures. The letter required that the Discharger take immediate steps to come into compliance and required the Discharger to explain discrepancies between the post-construction BMPs identified in the SWPPP and what was observed on-site. The certified return receipt showed that the letter was received by the Discharger on December 9, 2009. The Discharger did not provide a written response to this NOV.
- h. On January 7, 2010, the Discharger was issued a third Notice of Violation (NOV) via certified mail for violations which included observations during the December 7, 2009 inspection. The letter cited an inadequate implementation of pollution control measures and incomplete SWPPP. The letter required that the Discharger submit a response to the Regional Board office by January 18, 2010, citing the actions that had been taken to come into compliance and a copy of the site SWPPP. The certified return receipt showed that the letter was received by the Discharger on January 8, 2010. The Discharger neither responded to the NOV nor submitted the site SWPPP by the deadline.
- i. On January 21, 2010, Board staff re-inspected the site during a rain event. Staff observed erosion and sediment controls had not been improved and degraded BMPs had not been maintained. Soil stockpiles were still without adequate erosion and sediment controls, there were ineffective erosion and sediment controls at the proposed playing fields, the southern slope was still unprotected and the soil stockpiles adjacent to a v-ditch were not contained by adequate erosion and sediment controls. Once again staff observed the discharge of sediment-laden storm water from the site to the municipal separate storm sewer system due to a lack of adequate BMPs.

- j. On February 11, 2010, the Discharger was issued a fourth Notice of Violation (NOV) via certified mail that cited its inadequate implementation of erosion and sediment control measures. The letter required that the Discharger submit a response to the Regional Board office citing the actions that had been taken to come into compliance and a copy of the Storm Water Pollution Prevention Plan. The certified return receipt showed that the letter was received by the Discharger on February 12, 2010. A response date of February 18, 2010 was set in the NOV.
 - k. On February 18, 2010, the Discharger submitted a response letter that partially addressed the violations that had been listed in the previous four NOVs. A copy of the site SWPPP was still not submitted to the Regional Board office as per the previous three NOVs.
 - l. On March 18, 2010, the Discharger submitted a copy of the site SWPPP, 71 days after the initial request.
6. The Discharger violated the General Permit by discharging storm water containing pollutants to waters of the United States from the construction site and by causing or threatening to cause a condition of pollution or nuisance. The Discharger also violated the General Permit by failing to develop and properly implement an effective SWPPP and by failing to maintain adequate pollution control measures. Pursuant to Water Code Section 13385(a)(2), civil liability may be imposed for the preceding violations.
 7. Pursuant to CWC §13385(c), the Regional Board may impose civil liability administratively for the above violations on a daily basis at a maximum of ten thousand dollars (\$10,000) for each day in which the violation occurs in accordance with CWC §13385(c)(1); or where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons in accordance with CWC §13385(c)(2); or both.
 8. Pursuant to Section 13385(c), the total maximum assessment for which the Discharger is civilly liable is \$1,807,880 [40,000 for 4 days of violation that staff observed @ \$10,000/day; \$558,870 for the December 7, 2009 discharge [(56,887 gallons – first 1,000 gallons) @ \$10/gallon]; and \$1,209,010 for the January 21, 2010 discharge [(121,901 gallons - first 1,000 gallons) @ \$10/gallon]] for the violations cited in Paragraph 5, above.
 9. CWC §13385(e) specifies factors that the Regional Board shall consider in establishing the amount of civil liability. The Water Quality Enforcement Policy (Policy) adopted by the State Water Resources Control Board on November 19, 2009, establishes a methodology for assessing administrative civil liability pursuant to this statute. Use of methodology addresses the factors in CWC section 13385. The policy can be found at: http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_fina1111709.pdf.

10. Attachment A presents the administrative civil liability derived from the use of the penalty methodology in the Policy. In summary, this penalty assessment is based on a consideration of the potential for harm from the discharge of sediment-laden storm water and the repeated failure to implement adequate control measures in a timely manner. After use of the penalty methodology, the Division Chief proposes that civil liability be imposed administratively on the Discharger in the amount of one hundred nine thousand dollars (\$109,000) for the violations cited above. This amount includes: (1) \$15,000 for 4 days of violation; (2) \$24,344 for the December 7, 2009 discharge of 55,887 gallons at \$0.44 per gallon (adjusted for culpability, cleanup, cooperation and history of violations); (3) \$52,664 for the January 21, 2010 discharge of 120,901 gallons at \$0.44 per gallon (adjusted for culpability, cleanup, cooperation, and history of violations); and (4) staff costs of \$17,100 (the total assessment of \$109,048 was adjusted to the nearest thousand).

WAIVER OF HEARING

The Discharger may waive its right to a hearing. If the Discharger chooses to do so, please sign the attached waiver form and return it, together with a check for \$109,000 payable to the State Water Pollution Cleanup and Abatement Account, in the enclosed preprinted envelope. If you waive your right to a hearing and pay the assessed amount, the Regional Board may not hold a hearing regarding this Complaint.

If you have any questions, please contact Mary Bartholomew at (951) 321-4586, Mark Smythe at (951) 782-4998, or me at (951) 782-3238. Legal questions should be directed to Reed Sato at (916) 341-5889.

6/10/2010
Date

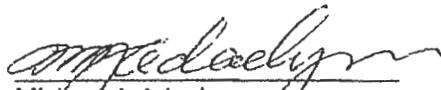

Michael J. Adackapara
Division Chief
Regional Board Prosecution Team

EXHIBIT B (ORDER NO. R8-2011-0005)

**PROPOSAL FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT
WATER QUALITY EDUCATIONAL PROGRAM**

1. Organization proposing the project:

Placentia – Yorba Linda Unified School District (School District)

Project Manager: Mike Bailey, Director of Facilities & Planning
Placentia – Yorba Linda Unified School District
m Bailey@pyusd.org
714-985-8434

2. Proposed project:

Water Quality Educational Program.

The purpose of the Water Quality Educational Program is to provide additional information to district school children through two programs. For K-4 grade students at seven (7) elementary schools (approximately 3,000 students), an assembly will be held and the water quality information will be presented. The assembly will be based on a grade-specific presentation that has been previously prepared by the Municipal Water District of Orange County. In addition, teacher packets will be provided to each teacher for utilization in their classrooms. For 5-6 grade students at the seven (7) elementary schools (approximately 1,350 students), a 3-hour course will be presented over 3 weeks using the Water Quality 101 course that has previously been prepared by the Discovery Science Center of Santa Ana, CA.

3. Application of SEP funds:

The School District is proposing to use \$45,950, 50% of the assessed amount under ACL Complaint R8-2010-0024 (50% after deduction of Regional Board staff costs). The costs of the program include \$8,520.20 for the assemblies for students in grades K-4; \$34,476 for the Water Quality 101 education program for students in grades 5-6; and, \$2,954 for administrative costs.

4. Schedule:

Project start date: September 1, 2011
Completion date: June 30, 2012

5. End Product:

The School District will provide a final report by June 30, 2012 which summarizes the material provided to the students, the dates of the assemblies, the number of students attending the assemblies, the dates of

the Water Quality 101 instruction, and the number of students participating in the Water Quality 101 programs. The final report will also include a cost breakdown indicating how the SEP allocation of \$45,950 has been spent for the Water Quality Education Program.

6. Nexus:

The proposed SEP project is a voluntary program implemented by the School District that will educate over 4,000 students in the School District and in many cases, that information will be passed on to other family members. The program not only provides an overall understanding of causes of water pollution, but includes preventative measures that can be implemented by everyone. It is expected that once the students and their families implement some of the preventative measures, water quality in the region will improve.

EXHIBIT D (ORDER NO. R8-2011-0005)
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
(Region 8)

SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)
Certificate of Completion

The following information is provided as proof of completion of the SEP project described below.

Project Proponent: Placentia-Yorba Linda Unified School District

Contact Person: Mike Bailey

Phone: (714) 985-8434

E-Mail: mbailey@pylusd.org

Name of Project: Water Quality Educational Program

Project Summary: (you may attach a final project report or additional sheets for project summary)

Date Project Started: _____

Date of Completion: _____

SEP Money Allocated for the Project: \$45,950

Enforcement Order No. and Name of Discharger: R8-2010-0024/R8-2011-0005,
Placentia-Yorba Linda Unified School District

Date the Amount Was Sent to Project Proponent: _____

Total Project Cost (including funds from other sources): \$ _____

How was the SEP Fund Used for This Project?¹

Overhead/Management \$ _____

Design/Consultation \$ _____

Construction/Implementation \$ _____

¹ This may include external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon the Implementing Party's normal project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. To substantiate the expenses, the Implementing Party may provide copies of invoices, receipts, etc. The certification need not address any costs incurred by the Regional Water Board for oversight.

Lab and analytical costs \$ _____
Other expenses (explain) \$ _____

Total Project Cost (SEP \$ only) \$ _____

Under penalty of perjury under the laws of the State of California, I certify that: (1) the entire amount of the SEP funding received has been used for the project as indicated above; (2) the portion of the project for which this SEP funding was earmarked has been completed in accordance with Order No. R8-2011-0005; (3) the Implementing Party followed all applicable environmental laws and regulations in the implementation of the SEP including, but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act.

SIGNATURE: _____ ***Date:*** _____

Name: _____ ***Title:*** _____

EXHIBIT C (ORDER NO. R8-2011-0005)

EDUCATION CODE SECTION 45125.1 BACKGROUND CHECK CERTIFICATION

Santa Ana Regional Water Quality Control Board ("Water Board") certifies that it has performed the following:

Pursuant to Education Code Section 45125.1, the Water Board has conducted criminal background checks, through the California Department of Justice, of all employees who may enter Placentia-Yorba Linda Unified School District ("District") property and who may have contact with District pupils, and hereby certifies that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.71 and 667.51, respectively.

As further required by Education Code Section 45125.1, attached hereto, is a list of the names of the employees of the undersigned who may come in contact with pupils.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20__

[name of contractor]

Print Name / Title

Name of Water Board Employees

7008 1300 0000 5872 0986

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