

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

| | | |
|------------------------------------|---|---------------------------------------|
| In the matter of: |) | |
| |) | |
| WEST COUNTY AGENCY, |) | SETTLEMENT AGREEMENT AND |
| RICHMOND MUNICIPAL |) | STIPULATION FOR ENTRY OF |
| SEWER DISTRICT WATER |) | ADMINISTRATIVE CIVIL LIABILITY |
| POLLUTION CONTROL |) | ORDER |
| PLANT, CONTRA COSTA |) | |
| COUNTY |) | R2-2020-1026 |
| |) | |
| NPDES Permit Effluent Limit |) | |
| Violations |) | |

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region, Prosecution Team (Prosecution Team) and West County Agency (Discharger) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by the imposition of administrative civil liability against the Discharger in the amount of **\$84,000**.

Section II: RECITALS

1. The Discharger is a Joint Powers Authority whose members are the West County Wastewater District, the City of Richmond, and the Richmond Municipal Sewer District. The City of Richmond and the Richmond Municipal Sewer District operate the Richmond Municipal Sewer District Water Pollution Control Plant (Richmond Plant), a municipal wastewater treatment plant that serves most of the City of Richmond. The West County Wastewater District owns and operates the West County Wastewater District Treatment Plant (West County Plant), a municipal wastewater treatment plant that serves the communities of San Pablo, Tara Hills, Rollingwood, Bayview, El Sobrante, portions of Pinole, parts of northern Richmond, and some unincorporated portions of Contra Costa County. Secondary-treated wastewater from the Richmond Plant and West County Plant is combined prior to discharge to Central San Francisco Bay.
2. The Discharger is required to operate and maintain the Richmond Plant in compliance with National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038539 (Permit), an NPDES permit for point source discharges to surface waters of the United States issued pursuant to Clean Water Act section 402 and Water Code Chapter 5.5, Division 7 (commencing with section 13370). The Permit was most recently reissued February 13, 2019, through Order No. R2-2019-0003 (2019 Order), which became effective April 1, 2019.

The Permit was previously reissued through Order No. R2-2013-0016 (2013 Order), which was effective from July 1, 2013, through March 31, 2019. The 2013 and 2019 Orders contain waste discharge requirements for the Richmond Plant.

3. The Prosecution Team alleges that the Discharger violated its biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limitations 31 times between October 2018 and April 2019 at Monitoring Location EFF-002 at the Richmond Plant. The Discharger is subject to mandatory minimum penalties (MMPs) for 31 violations pursuant to Water Code section 13385, subdivision (h) and (i), as shown in Attachment A, incorporated by reference herein.
4. Water Code section 13385, subdivisions (h) and (i), requires assessment of MMPs for certain discharge violations.

- a. Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

- b. Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

- c. Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- (A) Violates a waste discharge requirement effluent limitation.
- (B) Fails to file a report pursuant to Section 13260.
- (C) Files an incomplete report pursuant to Section 13260.
- (D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

- d. Water Code section 13385, subdivision (i)(2) states:

For the purposes of this section, a “period of six consecutive months” means the period commencing on the date that one of the violations described in this subdivision occurs and ending 180 days after that date.

5. To resolve the alleged violations in section II, paragraph 3, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$84,000** against the Discharger.
6. The Parties have agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
7. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills all of its enforcement objectives; that no further action is warranted concerning the violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public's best interest.

Section III: STIPULATIONS

The Parties incorporate the foregoing Recitals and stipulate to the following:

1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability of **\$84,000** to resolve the alleged violations as set forth in section II as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$36,000** made payable to "State Water Pollution Cleanup and Abatement Account," referencing the Order number on page one of this Stipulated Order, to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888
 - b. The Discharger shall email a copy of the check to the State Water Resources Control Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Regional Water Board (Debbie.Phan@waterboards.ca.gov).
 - b. The Parties agree that the remaining **\$48,000** of the administrative civil liability amount shall be suspended pending completion of the Supplemental Environmental Project (SEP) described in section III, paragraph 2, and Attachment B, incorporated by reference herein.
2. **SEP Description:** The SEP is the Watershed Rangers Program managed by KIDS for the BAY (SEP Implementer). The SEP will provide disadvantaged schools in Richmond with trash cleanup projects that raise awareness of watershed health and social behaviors that contribute to non-point source pollution. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.
3. **Representation and Agreements Regarding the SEP:**
 - a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that it will use the suspended liability of \$48,000 (SEP

Amount) to implement the SEP as set forth in section III, paragraph 2, and Attachment B. The Discharger understands that its promise to implement the SEP, in its entirety and in accordance with the implementation schedule and budget set forth in Attachment B, represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.

- b. The Discharger agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) provide certified, written reports to the Regional Water Board consistent with the terms of this Stipulated Order; and (3) provide as part of the final report due July 15, 2021, a certification by a responsible official, signed under penalty of perjury, that the SEP Implementer followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
 - c. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines and requirements specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents or subcontractors, publicizes one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
 5. **Progress Reports and Inspection Authority:** The Discharger shall provide reports describing SEP implementation progress to the Regional Water Board as described in Attachment B. The Discharger agrees that Regional Water Board staff has permission to inspect SEP implementation at any reasonable time during normal business hours with 24-hour notice.
 6. **Certification of SEP Completion:** On or before July 15, 2021, a responsible official of the Discharger shall submit a final completion report as described in Attachment B and a certified statement, signed under penalty of perjury, that documents the expenditures during the SEP completion period, and that the SEP Implementer completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the cost of normal, routine work undertaken by SEP Implementer staff. In making such certification, the signatories may rely on normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The Discharger shall provide the Regional Water Board with any additional information reasonably necessary to verify the SEP expenditures and completion.
 7. **Time Extension for SEP:** The Executive Officer of the Regional Water Board may extend the SEP deadlines contained in Attachment B of this Stipulated Order if the Discharger demonstrates delays from unforeseeable circumstances or circumstances beyond its control,

provided that the Discharger continues to undertake all appropriate measures to meet the deadlines. The Discharger shall make any deadline extension request in writing. Any approval of an extension by the Executive Officer must be in writing.

8. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, including SEP completion and any audits, the Executive Officer shall issue a "Satisfaction of Order" terminating any further obligations under this Stipulated Order, permanently suspending the remaining penalty, and resolving the Administrative Civil Liability proceedings.
9. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP, the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "notice" that requires the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice issuance date. The Discharger shall submit payment consistent with the payment method described in section III, paragraph 1.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by July 15, 2021, or by the due date if extended pursuant to section III, paragraph 7, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a Notice of Violation. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in section III, paragraph 1.a. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.
11. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
12. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or

compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the types alleged herein may subject it to further enforcement, including additional administrative civil liability.

13. Party Contacts for Communications Related to This Stipulated Order:

For the Regional Water Board:

Debbie Phan
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
Debbie.Phan@waterboards.ca.gov
(510) 622-2116

For the Discharger:

Joanne Le
Environmental Services Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
joanne_le@ci.richmond.ca.us
(510) 620-6540

14. Attorneys' Fees and Costs: Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred pursuant to this Stipulated Order.

15. Matters Addressed by This Stipulated Order: Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violations contained in section II, paragraph 3, as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in section III, paragraph 1.

16. Public Notice: The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order.

17. Addressing Objections Raised during Public Comment Period: The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.

18. Interpretation: This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.

19. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
20. **If the Stipulated Order Does Not Take Effect:** If this Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board (State Water Board) or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying 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 or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
21. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Regional Water Board or the State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.
22. **Waiver of Right to Petition or Appeal:** Except in the instance where the Stipulated Order is not adopted by the Regional Water Board or its delegate, the Discharger hereby waives its right to petition the Regional Water Board's or its delegate's adoption of the Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or California appellate court. This explicit waiver of rights includes potential future decisions by the Regional Water Board or its delegate directly related to this Stipulated Order, including but not limited to time extensions, SEP completion, and other terms contained in this Stipulated Order.
23. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEP, except that this covenant is not intended to bar and does not limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Discharger's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its

officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.

24. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
25. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
26. **No Third Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
27. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
28. **Counterpart Signatures and Facsimile and Electronic Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
29. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**



Date: May 1, 2020

By: _____

Thomas Mumley
Assistant Executive Officer



Approved as to form:

By: _____

Kailyn Ellison, Attorney
State Water Resources Control Board
Office of Enforcement

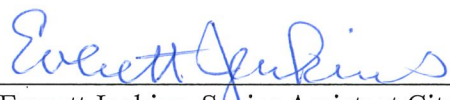
Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency

WEST COUNTY AGENCY

Date: June 4, 2020

By: 
Yader A. Bermudez, Director of Public Works

Approved as to form:

By: 
Everett Jenkins, Senior Assistant City Attorney,
City of Richmond

ORDER OF THE REGIONAL WATER BOARD

1. This Stipulated Order incorporates the foregoing sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered the State Water Resource Control Board’s Enforcement Policy, which is incorporated by reference herein, and information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), title 14, of the California Code of Regulations.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

Michael Montgomery
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Mandatory Minimum Penalties

Discharger: West County Agency
Richmond Municipal Sewer District Water Pollution Control Plant
601 Canal Boulevard, Richmond, Contra Costa County
NPDES Permit CA0038539

The following table lists the alleged violations for which the Discharger is subject to civil liabilities pursuant to Water Code section 13385, subsection (h) and/or (i). The table lists the mandatory minimum penalty (MMP) that applies.

Table 1. List of Alleged Violations

| CIWQS Violation ID No. | Violation Date | Parameter (unit) | Group | Effluent Limitation | Reported Value | Percent Exceedance^[1] | Violation Type | MMP |
|-------------------------------|-----------------------|---|--------------|----------------------------|-----------------------|---|-----------------------|------------|
| 1053074 | 10/31/2018 | Biochemical Oxygen Demand 5-day at 20°C (BOD ₅), Average Monthly (mg/L) | 1 | 30 | 37.37 | 25 | C1 | \$0 |
| 1053075 | 10/31/2018 | Total Suspended Solids (TSS), Average Monthly (mg/L) | 1 | 30 | 32.29 | 8 | C2 | \$0 |
| 1054488 | 11/24/2018 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 58.67 | 30 | C3 | \$0 |
| 1054490 | 11/24/2018 | TSS, Average Weekly (mg/L) | 1 | 45 | 58.14 | 29 | >C3 | \$3,000 |
| 1054489 | 11/30/2018 | BOD ₅ , Average Monthly (mg/L) | 1 | 30 | 43.64 | 45 | >C3, S | \$3,000 |
| 1054491 | 11/30/2018 | TSS, Average Monthly (mg/L) | 1 | 30 | 45.3 | 51 | >C3, S | \$3,000 |

Attachment A – Mandatory Minimum Penalty
West County Agency

| CIWQS Violation ID No. | Violation Date | Parameter (unit) | Group | Effluent Limitation | Reported Value | Percent Exceedance^[1] | Violation Type | MMP |
|-------------------------------|-----------------------|---|--------------|----------------------------|-----------------------|---|-----------------------|------------|
| 1055289 | 12/1/2018 | TSS, Average Weekly (mg/L) | 1 | 45 | 53 | 18 | >C3 | \$3,000 |
| 1055291 | 12/15/2018 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 46 | 2 | >C3 | \$3,000 |
| 1055290 | 12/15/2018 | TSS, Average Weekly (mg/L) | 1 | 45 | 50 | 11 | >C3 | \$3,000 |
| 1055292 | 12/31/2018 | BOD ₅ , Average Monthly (mg/L) | 1 | 30 | 39 | 30 | >C3 | \$3,000 |
| 1055288 | 12/31/2018 | TSS, Average Monthly (mg/L) | 1 | 30 | 43 | 43 | >C3, S | \$3,000 |
| 1056271 | 1/5/2019 | TSS, Average Weekly (mg/L) | 1 | 45 | 46 | 2 | >C3 | \$3,000 |
| 1056272 | 1/12/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 52 | 16 | >C3 | \$3,000 |
| 1056274 | 1/31/2019 | BOD ₅ Percent Removal, Average Monthly (%) | 1 | 85 (minimum) | 84 | -1 | >C3 | \$3,000 |
| 1056270 | 1/31/2019 | BOD ₅ , Average Monthly (mg/L) | 1 | 30 | 34 | 13 | >C3 | \$3,000 |
| 1056273 | 1/31/2019 | TSS, Average Monthly (mg/L) | 1 | 30 | 32 | 7 | >C3 | \$3,000 |
| 1058095 | 3/9/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 48 | 7 | >C3 | \$3,000 |
| 1058090 | 3/23/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 62 | 38 | >C3 | \$3,000 |
| 1058096 | 3/30/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 53 | 18 | >C3 | \$3,000 |

Attachment A – Mandatory Minimum Penalty
West County Agency

| CIWQS Violation ID No. | Violation Date | Parameter (unit) | Group | Effluent Limitation | Reported Value | Percent Exceedance^[1] | Violation Type | MMP |
|-------------------------------|-----------------------|---|--------------|----------------------------|-----------------------|---|-----------------------|------------|
| 1058093 | 3/31/2019 | BOD ₅ Percent Removal, Average Monthly (%) | 1 | 85 (minimum) | 64 | -25 | >C3 | \$3,000 |
| 1058091 | 3/31/2019 | BOD ₅ , Average Monthly (mg/L) | 1 | 30 | 50 | 67 | >C3, S | \$3,000 |
| 1058094 | 3/31/2019 | TSS, Average Monthly (mg/L) | 1 | 30 | 37 | 23 | >C3 | \$3,000 |
| 1058097 | 3/31/2019 | TSS Percent Removal, Average Monthly (%) | 1 | 85 (minimum) | 82 | -4 | >C3 | \$3,000 |
| 1058980 | 4/6/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 56 | 24 | >C3 | \$3,000 |
| 1058981 | 4/13/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 70 | 56 | >C3, S | \$3,000 |
| 1058978 | 4/13/2019 | TSS, Average Weekly (mg/L) | 1 | 45 | 69 | 53 | >C3, S | \$3,000 |
| 1058983 | 4/20/2019 | BOD ₅ , Average Weekly (mg/L) | 1 | 45 | 58 | 29 | >C3 | \$3,000 |
| 1058984 | 4/20/2019 | TSS, Average Weekly (mg/L) | 1 | 45 | 50 | 11 | >C3 | \$3,000 |
| 1058979 | 4/30/2019 | BOD ₅ Percent Removal, Average Monthly (%) | 1 | 85 (minimum) | 83 | -2 | >C3 | \$3,000 |
| 1058985 | 4/30/2019 | BOD ₅ , Average Monthly (mg/L) | 1 | 30 | 54 | 80 | >C3, S | \$3,000 |
| 1058982 | 4/30/2019 | TSS, Average Monthly (mg/L) | 1 | 30 | 43 | 43 | >C3, S | \$3,000 |

Total Penalty: \$84,000

Legend:

CIWQS = California Integrated Water Quality System database that the Water Boards use to track violations and enforcement.

Violation ID = Identification number assigned to each permit violation within CIWQS.

C = Count. Number of violations within past 180 days, including this violation. A penalty applies under Water Code section 13385(i) when the count is greater than three (>C3).

S = Serious. A penalty applies under Water Code section 13385(h) whenever an effluent limitation is exceeded by 40 percent or more for a Group 1 pollutant or 20 percent or more for a Group 2 pollutant.

Footnote:

^[1] Percent that a discharger's reported value exceeds the effluent limitation for a Group 1 pollutant.

CIWQS Place ID: 215234, 272082, and 252657
WDID: 2 071037001

ATTACHMENT B

Supplemental Environmental Project (SEP) Watershed Rangers Program

1. Project Name

Watershed Rangers Program

2. Project Amount

\$48,000

3. Project Lead

KIDS for the BAY on behalf of West County Agency

4. Contacts

- Joanne Le, Environmental Services Manager, City of Richmond
joanne_le@ci.richmond.ca.us, (510) 620-6540
- Mandi Billinge, Executive Director, KIDS for the BAY
mandi@kidsforthebay.org, (510) 985-1602

5. Project Description

KIDS for the BAY coordinates and supervises watershed stewardship and trash cleanup projects with local schools on a class-by-class basis. Students perform projects with assistance from their teachers and families. The primary goal of each project is trash removal from nearby neighborhoods, parks, and waterways (e.g., creeks, lakes, and beaches). In the process, KIDS for the BAY raises awareness of watershed health and social behavior that contributes to pollution.

The Watershed Rangers Program prioritizes projects in disadvantaged and environmental justice communities as encouraged by the State Water Board Policy on Supplemental Environmental Projects, December 5, 2017 (SEP Policy). Projects target areas where trash is prevalent, cleanup resources are limited, and local communities are less informed about environmental protection and watershed stewardship. This SEP serves low-income, urban schools in Richmond with 50 percent or higher low-income students, as recorded on [Great School Ratings](https://www.greatschools.org) (<https://www.greatschools.org>).

This SEP is for 16 classes of third, fourth, or fifth grade students, their teachers, and volunteer family members to complete the Watershed Rangers Program. Each class project consists of the following project components:

- a. Orientation.** KIDS for the BAY's class orientation prepares participants for project work by providing the following information:
 - **Background** – Participants learn about the San Francisco Bay watershed and how pollutants in stormwater enter and impact the system. Emphasis is placed on the benefits of healthy watershed ecosystems to people and wildlife, and ways to protect water quality (e.g., reducing trash that reaches the Bay by practicing the Five Rs: Refuse, Reduce, Reuse, Recycle, Rot).

- **Planning** – Participants prepare for field activities and receive training on how to conduct a neighborhood survey and trash cleanup. Training covers procedures to collect, sort, document, and dispose of trash, and procedures to identify locations of storm drains and trash hotspots.
 - **Safety** – Participants receive training on safe field practices (e.g., stay in the public rights-of-way and do not handle unsafe wastes like chemical containers, hypodermic needles, or sharp objects).
- b. School Neighborhood Survey and Trash Cleanups.** Students implement a school neighborhood survey and three trash cleanup projects under KIDS for the BAY direction and supervision. Each trash cleanup project is expected to collect 10 – 25 gallons of trash. During the school year, 16 classes will collect a total of 480 – 1,200 gallons of trash. Neighborhood surveys and trash cleanups take approximately one hour to complete.
- i. School Neighborhood Survey and Trash Cleanup.** During a walking tour of the school neighborhood, students identify the number and location of storm drains and the location of any trash hotspots. Students pick up trash and record information on neighborhood survey sheets provided by KIDS for the BAY.
 - ii. Watershed Habitat Trash Cleanup (Adopt a Spot).** Students pick up trash during a walking field trip to an “adopted” watershed habitat location. The location may be an urban open space area where trash collects at a local park, creek, lake, or section of Bay shoreline, or if no urban open space is available within the local watershed, a storm drain or collection of storm drains.
 - iii. Creek or Bay Trash Cleanup.** Students pick up trash on a field trip to visit a creek or Bay habitat location.

Trash encountered during each cleanup is picked up, categorized, and counted. Students calculate the total gallons of trash collected and share results with the local Clean Water Program. KIDS for the BAY disposes of collected trash at an authorized disposal or recycling facility, and shares the location and content of significant trash hotspots beyond the scope of the Watershed Rangers Program with the appropriate local agency and requests cleanup from city services (e.g., large accumulations of trash, illegally dumped large items, hazardous waste, drug paraphernalia).

KIDS for the BAY may coordinate other activities in conjunction with the trash cleanups to help students connect with their watershed habitat or improve community outreach. For example, the class may post signs in the neighborhood about adopted spots to inform the public about student efforts to deter littering.

Students complete the Watershed Rangers Program by pledging to make behavior changes including not littering and using the Five Rs to reduce trash and waste in their watershed. Students write their pledges on environmental pledge cards provided by KIDS for the BAY and are encouraged to share them with classmates and family.

6. Compliance with SEP Criteria

A SEP must directly benefit or study groundwater, surface water, or drinking water quality or quantity and the beneficial uses of waters of the State, and must fit within one or more of designated categories. Many aspects of this SEP directly benefit surface water quality and the beneficial uses of waters of the State, and fit into several SEP categories. The SEP is primarily a pollution reduction SEP because trash cleanups result in a decrease in the amount of waste and pollutants discharged to waters of the State. It is also an environmental restoration and protection SEP because it benefits surface water quality and enhances the condition of the ecosystem and immediate geographic area adversely affected by the violations. It is also an assessment and audit SEP because classes identify and report trash hotspots and adopt of a local watershed habitat for monitoring and cleanup.

7. Above and Beyond Discharger’s Obligations

This SEP provides no direct benefit to West County Agency, which has no obligation to provide financial or other support for this project, will receive no direct or indirect benefit from this effort, and will not direct or exercise any control over the SEP.

8. No Benefit to the Water Board Functions, Members, or Staff

This SEP provides no direct fiscal benefit to the Regional Water Board’s functions, its members, its staff, or family of its members or staff.

9. Nexus to Nature or Location of Violations

The SEP has a nexus to the location of the violations in Richmond. Trash cleanups will occur in or around Richmond.

10. Documented Support

Letters of support from Stege Sanitary District and Dublin San Ramon Services District are attached.

11. California Environmental Quality Act (CEQA) Compliance

This is an environmental stewardship, trash cleanup, and monitoring program for elementary school students and is not subject to CEQA.

12. Project Milestones, Schedule, and Budget

Table 1 lists the primary project milestones, deliverables, and schedule. Table 2 includes the projected cost associated with each milestone.

Table 1. Project Milestones and Deliverables

| Due Date | Task Descriptions | Deliverables |
|------------|---|----------------------------|
| 9/15/2020 | Project planning: Complete outreach to classrooms. Meet with teachers to set project schedules, sign Letters of Agreement, and distribute informational materials. | |
| 12/15/2020 | Milestone 1: Complete project orientation and school neighborhood survey and trash cleanup project components described in sections 5.a and 5.b.1, above. Documentation shall include: 1. Narrative description of activities with photos, including “before and after” photos of trash cleanup areas; 2. Google map (or equivalent) showing locations of survey | Quarterly Report #1 |

| Due Date | Task Descriptions | Deliverables |
|-----------|---|----------------------------|
| | <p>area, trash cleanup areas, and any trash hotspots;</p> <ol style="list-style-type: none"> 3. Table listing total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of any trash disposal and recycling centers used; and 6. Account for expenditures. | |
| 3/15/2021 | <p>Milestone 2: Complete watershed habitat trash cleanup (adopt a spot) project component described in section 5.b.ii, above. Documentation shall include:</p> <ol style="list-style-type: none"> 1. Narrative description of activities with photos, including “before and after” photos of trash cleanup areas; 2. Google map (or equivalent) showing locations of the trash cleanup areas and any trash hotspots; 3. Table listing total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of any trash disposal and recycling centers used; and 6. Account for expenditures. | Quarterly Report #2 |
| 6/15/2021 | <p>Milestone 3: Complete creek or Bay trash cleanup project component described in section 5.b.iii, above. Documentation shall include:</p> <ol style="list-style-type: none"> 1. Narrative description of activities with photos, including “before and after” photos of trash cleanup areas; 2. Google map (or equivalent) showing locations of the trash cleanup areas and any trash hotspots; 3. Table listing total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of any trash disposal and recycling centers used; and 6. Account for expenditures. | Quarterly Report #3 |
| 7/15/2021 | <p>Completion Report: Submit final report with the following elements, at a minimum:</p> <ol style="list-style-type: none"> 1. Summary of project components reported previously and any new or updated information about trash cleanups and other activities; 2. Discussion of whether the project performance measures described in section 14, below, were met; 3. Explanation of any deviations from project schedule or budget; 4. Table listing total gallons of trash collected by type for all trash cleanups; 5. Google map (or equivalent) showing all locations where trash cleanups occurred and locations where city services were requested; and 6. Final post-project accounting of expenditures as described in section 13, below. | Completion Report |

Table 2. Project Budget by Milestone

| Description | Hours | Cost |
|-----------------------------|--------------|-----------------|
| Project planning | | |
| <u>Labor</u> | | |
| Executive Director | 16 | \$1,000 |
| Communications Manager | 16 | \$528 |
| Program Manager | 32 | \$1,056 |
| Program Instructors | 64 | \$1,920 |
| <u>Other Costs</u> | | |
| Printing and copying | | \$320 |
| Travel – staff mileage | | \$240 |
| Education equipment | | \$336 |
| Subtotal | | \$5,400 |
| Milestone 1 | | |
| <u>Labor</u> | | |
| Executive Director | 16 | \$1,000 |
| Communications Manager | 16 | \$528 |
| Program Manager | 32 | \$1,056 |
| Program Instructors | 240 | \$7,200 |
| <u>Other Costs</u> | | |
| Travel – Staff mileage | | \$240 |
| Subtotal | | \$10,024 |
| Milestone 2 | | |
| <u>Labor</u> | | |
| Executive Director | 16 | \$1,000 |
| Communications Manager | 16 | \$528 |
| Program Manager | 32 | \$1,056 |
| Program Instructors | 240 | \$7,200 |
| <u>Other Costs</u> | | |
| Travel – Staff mileage | | \$240 |
| Subtotal | | \$10,024 |
| Milestone 3 | | |
| <u>Labor</u> | | |
| Executive Director | 16 | \$1,000 |
| Communications Manager | 32 | \$1,056 |
| Program Manager | 32 | \$1,056 |
| Program Instructors | 240 | \$7,200 |
| <u>Other Costs</u> | | |
| Travel – Staff mileage | | \$240 |
| Travel – Bus transportation | | \$12,000 |
| Subtotal | | \$22,552 |
| TOTAL | | \$48,000 |

13. Final Post-Project Accounting of Expenditures

West County Agency will track all costs and include financial data with quarterly reports. West County Agency will also provide the Regional Water Board with a final report,

submitted under penalty of perjury, that declares SEP completion, addresses how the expected performance measures for the project were met, and provides a final accounting of SEP expenditures, as required by Stipulated Order section III, paragraphs 3.b and 6.

14. Project Performance Measures

The SEP must achieve all the following performance measures to be deemed complete:

- a. Milestone 1:** Submit signed teacher contracts and schedules of activities, collect at least ten gallons of trash for each trash cleanup, submit survey results to city Clean Water Program, and identify and report location of any trash hotspots to city services for cleanup as applicable.
- b. Milestone 2:** Register adopted watershed habitat if applicable, collect at least ten gallons of trash for each trash cleanup, submit survey results to city Clean Water Program, and identify and report location of any trash hotspots to city services for cleanup as applicable.
- c. Milestone 3:** Collect at least ten gallons of trash for each trash cleanup, submit survey results to city Clean Water Program, and identify and report location of any trash hotspots to city services for cleanup as applicable.
- d.** Prepare and submit deliverable reports by the deadlines set forth in Table 1 above.

15. Reports to the Water Board

All reports will be submitted to the Regional Water Board and the State Water Board Office of Enforcement at:

San Francisco Bay Regional Water Board
Debbie Phan
1515 Clay Street, Suite 1400
Oakland, CA
(510) 622-2116
Debbie.Phan@waterboards.ca.gov

State Water Resources Control Board
Kailyn Ellison
Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA
Kailyn.Ellison@waterboards.ca.gov



STEGE SANITARY DISTRICT

District Manager/Engineer:
Rex Delizo, P.E.

District Counsel:
Kristopher Kokotaylo

Board of Directors:
Juliet Christian-Smith
Paul Gilbert-Snyder
Dwight Merrill
Alan C. Miller
Beatrice R. O'Keefe

Stege Sanitary District
7500 Schmidt Lane
El Cerrito, CA 94530-0537
(510) 524-4668



Thursday, August 29, 2019

To Whom It May Concern,

Since 1992, KIDS for the BAY has been introducing San Francisco Bay Area elementary school students to the Bay watershed environment that we all share. For the past 10 years, the Stege Sanitary District has been part of that mission, supporting local students and teachers and inspiring a new generation of environmentalists with an increased awareness of watershed stewardship.

During its decade-long partnership with KIDS for the BAY, the District has helped over 600 students in our District understand that a healthy sewer system helps our creeks and our Bay. KIDS for the BAY students learn that everyone has the right to live in a clean and healthy environment. Students are empowered to become environmentalists and take action in their communities. Teachers are provided with the tools and skills needed to turn the local environment into a key educational resource and to develop a watershed-friendly, zero-waste classroom with their students.

The Stege Sanitary District is a proud supporter of the KIDS for the BAY and our decade-long partnership was recently honored with the 2019 Exceptional Public Outreach & Advocacy Award by the California Special Districts Association (CSDA). The District plans to continue this successful partnership for at least another 10 years and it is our pleasure to offer this letter of recommendation for the KIDS for the BAY and their programs.

Sincerely,
STEGE SANITARY DISTRICT

Rex Delizo, P.E.
District Manager

August 15, 2019

Mandy Billinge
Executive Director/Founder
KIDS for the BAY
1771 Alcatraz Avenue
Berkeley, CA 94703

Subject: Letter of Recommendation

To Whom It May Concern:

In September of 2017, the District experienced a water main brake that spilled 61,000 gallons of drinking water into Alamo Creek, which was a violation of the Clean Water Act. Because of this spill, the District was required to pay a fine of \$72,500 to the Regional Water Board. However, the Regional Water Board allowed the District to spend half the penalty fine (\$36,250) on a SEP (supplemental environmental project) and selected to fund the Alamo Creek Watershed Action Program at Amador Elementary in Dublin.

Fifth-graders at Amador Elementary connected with their local watershed through a program presented by KIDS for the BAY during the 2018-19 school year. Nearly 120 students participated in the Alamo Creek Watershed Action Program, a series of classroom programs to learn about and get hands on experience with subjects such as estuaries, wildlife, and collecting litter from around their own school. The students also ventured on a field trip to Sunol Regional Wilderness to investigate animals at Alameda Creek, which is part of their watershed and leads to the San Francisco Bay. Students said they felt good knowing they were improving the ecosystem for animals that live in local creeks, and teachers reported how the information ties into the regular curriculum and has improved scores on science quizzes. The teachers were also coached on how to instruct the Kids for the Bay content for future incoming students. As of May 2019, the program was completed successfully and the District satisfied its obligations for the Supplemental Environmental Project.

Inspiring youth to take an active role in protecting their local watershed and keeping it clean is the goal of KIDS for the BAY, an organization that provides environmental education to elementary schools in Alameda and Contra Costa Counties.

The District recommends KIDS for the BAY and applauds their efforts to educate our youth. If you have any questions regarding our experience with KIDS for the BAY, please contact me at carson@dsrsd.com.

Sincerely,



Jeff Carson
Operations Manager