

California Regional Water Quality Control Board Santa Ana Region

December 9, 2011

The following item has been postponed:

12. [Cooperative Interagency Agreement between Tustin Unified School District \(TUSD\), the County of Orange and the Regional Board](#) - The Executive Officer is proposing to approve a cooperative agreement between TUSD and the County of Orange. The agreement is a voluntary cooperative interagency agreement for purposes of controlling pollutants in urban runoff from the TUSD facilities into the municipal separate storm sewer systems owned by various municipalities within Orange County (Information Item).
{Michael J. Adackapara 951/782-3238 madackapara@waterboards.ca.gov}

California Regional Water Quality Control Board
Santa Ana Region

Staff Report

December 9, 2011

ITEM: 12

SUBJECT: Cooperative Interagency Agreement between Tustin Unified School District, the County of Orange and the Regional Board

DISCUSSION:

A draft copy of the proposed Cooperative Interagency Agreement between Tustin Unified School District, the County of Orange and the Santa Ana Regional Water Quality Control Board is attached to this staff report. This agreement addresses pollutants in urban runoff from Tustin Unified School District's facilities. The Executive Officer is proposing to sign this agreement provided the Board has no objection to it.

Attachment:

Tentative Cooperative Interagency Agreement between Tustin Unified School District, the County of Orange and the Regional Board.

**CONCEPTS FOR AN
INTERAGENCY COOPERATIVE AGREEMENT**

**Regarding Implementation of the
Santa Ana Regional Water Quality Control Board MS4 NPDES Permit
Governing the County of Orange and Incorporated Cities**

Tustin Unified School District (“TUSD”), an independent public school district in the State of California, and the County of Orange (the “County”), the principal permittee under the MS4 Permit, propose to enter into this voluntary, Interagency Cooperative Agreement (“Cooperative Agreement”) for purposes of controlling pollutants in urban runoff as necessary to achieve compliance with the water quality requirements of the Municipal Separate Storm Sewer System General NPDES Permit No. CAS618030, Order No. R8-2009-0030 issued by the California Regional Water Quality Control Board Santa Ana Region (the “RWQCB”) to the County of Orange, the Orange County Flood Control District, and the Incorporated Cities Of Orange County within the Santa Ana Region (the “MS4 Permit”). TUSD and the County further propose the Cooperative Agreement, which is encouraged by the MS4 Permit, will be approved by the RWQCB if the RWQCB determines that this agreement contains provisions reasonably designed to achieve compliance with the MS4 Permit with respect to TUSD discharges of urban runoff.

BACKGROUND AND REGULATORY FRAMEWORK

A. The California Water Boards, including the State Water Resources Control Board (the “SWRCB”) and the RWQCB, have the authority and jurisdiction to regulate the discharge of pollutants to waters of the United States pursuant to the state program approved and authorized by the United States Environmental Protection Agency under 40 C.F.R. Part 123 of the federal Clean Water Act regulations, and have the authority to regulate discharges of waste to waters of the State under the Porter Cologne Water Quality Control Act, Cal. Water Code §§ 13000 et. seq.

B. The RWQCB adopted the MS4 Permit currently in effect on May 22, 2009 to regulate discharges of “urban runoff”¹ as required by the federal Clean Water Act (the “CWA”) from public municipal separate storm sewer systems (“MS4s”) owned and/or operated by the County and 26 other incorporated cities into receiving waters of the north Orange County region.

¹ The term “urban runoff” as used herein and defined in the MS4 Permit, includes storm water discharges and certain non-storm water discharges, such as air conditioning condensate, irrigation runoff, flows from passive foundation drains and passive footing drains, water from crawl space pumps, ground water infiltration and uncontaminated pumped groundwater, emergency fire fighting flows, waters not otherwise containing wastes, and other discharges identified in Section III. of the MS4 Permit. See, MS4 Permit, Findings, § C.13 (p. 5); Order § III.3 (pp 32-33).

- C. The MS4 permitted area as shown on Attachment A of the MS4 Permit encompasses all northern portions of Orange County, including unincorporated area and area within 26 incorporated cities (the "Permitted Area"). MS4 Permit, Findings § F.18 (p. 6).
- D. The Permitted Area also encompasses the area within TUSD's boundaries.
- E. The permittees have adopted, and the RWQCB recently approved the updated version of, a storm water management plan, which constitutes rules, guidance, information and plans for the implementation of the MS4 Permit by the permittees within the Permitted Area. The adopted storm water management plan for the Permitted Area currently consists of the Drainage Area Management Plan ("DAMP"), approved by the RWQCB in 2003, including the Model Water Quality Management Plan ("Model WQMP"), and the Technical Guidance Document ("TGD"), both updated and approved by the RWQCB on May 17, 2011, each and all as they may be amended from time to time.
- F. The DAMP, Model WQMP, and TGD provide very robust and detailed rules, guidance and information with respect to implementation by permittees of MS4 Permit requirements for the control of pollutants in urban runoff discharged from public storm drains to receiving waters within the Permitted Area.
- G. TUSD has the authority and responsibility as an independent public school district under the California Education Code to acquire, own, approve plans for, improve, develop, redevelop, maintain and operate K-12 school properties, schools, administrative offices, other TUSD properties, and related facilities and improvements within the TUSD boundaries, including storm drain facilities located on and/or serving such facilities (collectively, "School Site Facilities"), and has the authority to prepare project specific water quality management plans ("WQMPs") for control of pollutants in post-development discharges of urban runoff from certain School Site Facilities. See, *e.g.*, California Education Code §§ 17000 to 17009.5; 17010 to 17039.2.
- H. TUSD's School Site Facilities are located within the Permitted Area, but cross over the boundaries of, and encompass areas within multiple MS4 permittee municipalities, namely the County (the principal permittee under the MS4 Permit), the City of Tustin (a permittee under the MS4 Permit) and the City of Irvine (a permittee under the MS4 Permit).
- I. While TUSD is required to, and does, obtain coverage and authorization for all discharges of runoff associated with construction activities for School Site Facilities under the SWRCB NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ/NPDES NO. CAS000002)(the "CGP"), the provisions of the CGP that regulate post-development discharges of urban runoff from public storm drains do not apply within the MS4 Permitted Area because those discharges are instead governed by the MS4 Permit, as implemented by the DAMP, Model WQMP, and TGD. Moreover, the DAMP, Model WQMP, and TGD provide robust rules, guidance and information for the proper implementation of the post-development water quality control

requirements of the MS4 Permit and preparation of project specific WQMPs, but no rules or guidance are available for the implementation of the post-development water quality control requirements of the CGP.

J. To date, no Phase II small municipal separate storm water sewer system permit has been issued by the SWRCB or the RWQCB regulating discharges of urban runoff from small, non-traditional storm drain systems owned and operated by K-12 public school districts within Orange County, and the SWRCB's currently proposed draft Phase II small municipal separate storm water sewer system permit currently does not propose to regulate, and is not anticipated upon adoption to regulate discharges from TUSD School Site Facilities.

K. As set forth in the MS4 Permit (MS4 Permit Findings; § C.10 (p. 4)), the County and co-permittees lack legal jurisdiction over TUSD School Site Facilities and discharges to public storm drain systems and/or receiving waters within the Permitted Area.

L. However, in these situations, SWRCB water quality control policy and federal CWA regulations (including 40 C.F.R. Section 122.26(2)(i)(D)) encourage interagency water quality management agreements to control water quality, and to prevent the contribution of pollutants from one part of the public storm drain system to another, and/or ultimately to receiving waters within the Permitted Area.

M. In addition, the RWQCB recognizes that effective storm water quality control requires effective watershed management programs, cooperation and coordination among municipal permittees, other agencies and districts (including, expressly, TUSD), the public, and other private and public entities. MS4 Permit, Findings §§ C. 10 (p. 4); H. 24 (p. 9); O. 77 (p. 28); and Attachment C.

N. Accordingly, the RWQCB specified in the MS4 Permit (MS4 Permit, Order § VI.8. (p. 38); and Attachment C) that permittees, including the County, are encouraged to enter into interagency cooperative agreements with TUSD and other owners/operators of storm drain systems to control the contribution of pollutants from one portion of the public storm drain system to another portion, and/or ultimately to receiving waters within the Permitted Area. *Id.*

O. The MS4 Permit provides that, as the principal permittee, the County shall be responsible for the overall storm water quality program management, and shall coordinate the implementation of area wide storm water quality program management activities, as well as regional and subregional storm water quality management programs. MS4 Permit, Order §§ I.A. and B.

P. TUSD and the County desire to proactively and voluntarily cooperate with one another pursuant to this Cooperative Agreement as a pilot project to control water quality in post-development discharges of urban runoff from TUSD School Site Facilities in accordance with the requirements of the MS4 Permit, as implemented by the DAMP, Model WQMP and TGD, to

control and reduce pollutants in urban runoff ultimately discharged to receiving waters within the Permitted Area.

Q. Under this Cooperative Agreement, the County agrees to conduct a technical review of TUSD's WQMPs, reports, and other water quality activities to determine compliance with the MS4 Permit and DAMP, including the Model WQMP and TGD, but the County is not assuming, and will not purport to exercise land use authority with respect to TUSD School Sites.

R. The execution and implementation of a single interagency cooperative agreement that will provide for control and management of pollutants in urban runoff discharged from all TUSD School Site Facilities in the same manner across multiple local jurisdictions is both an efficient and effective way to provide for consistent implementation of runoff water quality controls throughout TUSD.

S. The RWQCB is willing to approve this Cooperative Agreement if the RWQCB determines that this Cooperative Agreement creates a water quality program designed to achieve compliance with the MS4 Permit with respect to TUSD discharges of urban runoff.

T. TUSD, the County and the RWQCB acknowledge that this Cooperative Agreement provides a set of steps reasonably designed to achieve compliance with the MS4 Permit with respect to TUSD discharges of urban runoff, but it may not do so in all instances. Accordingly, approval of this Cooperative Agreement by the RWQCB does not prevent the RWQCB from exercising its independent judgment in determining compliance with the MS4 Permit with respect to any specific TUSD School Site Facilities, any TUSD WQMP, and/or any discharge of urban runoff.

AGREEMENT

Section 1. Purpose and Scope of the Agreement. The County and TUSD (the "Parties") will each voluntarily undertake certain obligations set forth in this Cooperative Agreement as a pilot project to cooperatively control pollutants in discharges of urban runoff from School Site Facilities, and to collect and share certain types of water quality related data and information, all as specified in this Cooperative Agreement. The RWQCB provides an approval of this Cooperative Agreement indicating to the County and TUSD that this Cooperative Agreement provides a water quality program reasonably designed to effectively control water quality of urban runoff discharged from TUSD School Site Facilities as required by the currently adopted MS4 Permit. TUSD, the County and the RWQCB acknowledge, however, that this Cooperative Agreement provides a set of steps designed to achieve compliance with the MS4 Permit with respect to TUSD discharges of urban runoff, but it may not do so in all instances. Accordingly, approval of this Cooperative Agreement by the RWQCB does not prevent the RWQCB from exercising its independent judgment in determining compliance with the MS4 Permit with respect to any specific TUSD School Site Facilities, any TUSD WQMP, and/or any discharge of urban runoff.

Section 2. Term. This Cooperative Agreement shall be effective on the date that it is executed by the County and TUSD, and shall continue in effect until the earlier of: (a) termination of this Cooperative Agreement by either the County or TUSD pursuant to Section 2.a. below; or (b) adoption of another individual or general NPDES permit covering discharges of runoff from TUSD School Site Facilities, or the next general municipal separate storm sewer NPDES permit, at which time the Parties may mutually agree to terminate, revise, update or renew this Cooperative Agreement, and at that time may seek RWQCB approval for the Parties' mutually agreed upon action.

A. Termination. Each of the County and TUSD shall have the right to, and may terminate this Cooperative Agreement, with or without cause, by giving 90 (ninety) calendar days advance written notice to terminate to the other Party. The terminating Party shall also concurrently provide a copy of the written notice to terminate to the RWQCB. On the date that is 90 (ninety) calendar days after receipt by the non-terminating Party of such written notice to terminate, this Cooperative Agreement and all rights and obligations of the Parties hereunder shall terminate.

Section 3. TUSD and County Obligations.

A. TUSD Obligations.

- 1. Construction Related Discharges of Runoff.** TUSD shall continue to obtain coverage under, and comply with, the CGP for all storm water discharges associated with any construction and land disturbance activities ("Land Disturbance Activities") impacting one (1) acre or more of TUSD land, or impacting less than one (1) acre of TUSD land, but part of a larger common plan of development. As an independent public school district with authority over TUSD land and School Site Facilities, TUSD shall be responsible for conducting all inspections, monitoring, reporting, and other activities necessary to comply with the CGP.
- 2. Post-Development Discharges of Urban Runoff.** TUSD shall prepare a Water Quality Management Plan for all School Site Facility projects that satisfy the definition of a Priority Development Project set forth in the MS4 Permit (a "Priority School Site WQMP"), in accordance with, and satisfying the standards of Section XII of the MS4 Permit, Section 7 of the DAMP, the Model WQMP and the TGD (collectively, Section 7 of the DAMP, the Model WQMP, and the TGD, as they may be amended from time to time, are referred to as the "WQMP Guidance"). Further, TUSD will prepare a Non-Priority Project Water Quality Management Plan for all new development and significant redevelopment School Site Facility projects that satisfy the definition of a Non-Priority Project (a "Non-Priority School Site WQMP"), in

accordance with, and satisfying the standards of Section XII of the MS4 Permit, and the WQMP Guidance. TUSD's Priority School Site WQMPs and Non-Priority School Site WQMPs, (collectively, the "TUSD WQMPs") will generally be prepared in the format substantially similar to that set forth in the template TUSD WQMP attached hereto as Exhibit A, with the content required by the MS4 Permit and the WQMP Guidance, and addressing School Site Facility specific receiving waters, urban runoff discharges, site and development conditions, pollutants of concern, management and maintenance considerations, and other pertinent site specific information as required by and set forth in the applicable provisions of the MS4 Permit and the WQMP Guidance. TUSD shall submit all TUSD WQMPs to the County for technical review and a technical determination by the County regarding the consistency of the TUSD WQMP with the applicable provisions of the MS4 Permit and WQMP Guidance (a "Consistency Determination").

3. Approval Procedure. For each TUSD WQMP that TUSD submits to the County for a Consistency Determination pursuant to Section A.2., TUSD shall submit a draft WQMP for the School Site Facilities, along with a copy of the Division of the State Architect's proposed grading plans for such facilities (if grading and improvements are proposed), to the County for review at least 60 days prior to the date that a Consistency Determination is desired. Within 30 days after submission to the County, the County shall provide TUSD with any comments the County may have on the draft WQMP submitted, provided, however, that except as set forth in Section 3.A.9 below, in no event shall the County have the authority to impose on TUSD any permitting, entitlement or approval requirements or any monetary development or infrastructure fees, or any other similar conditions requiring payments to the County in connection with issuance of a Consistency Determination. TUSD shall respond to, and/or otherwise address, each County comment made in compliance with this Cooperative Agreement as a result of the County's technical review. Upon the County's written request, TUSD will resubmit to the County for final review the revised TUSD WQMP, along with any responses to comments and/or revised plans or supporting technical information, at least 15 days before a final Consistency Determination by the County is desired.

4. Implementation of Approved TUSD WQMPs. During construction of all TUSD School Site Facilities projects satisfying the definition of Priority Development Projects and Non Priority Development Projects in the MS4 Permit and the WQMP Guidance, TUSD shall implement the requirements of each County approved TUSD WQMP in substantial conformance with the WQMP approved by the County. Within forty-five (45) days after completion

of construction of each School Site Facilities project addressed by a TUSD WQMP for which the County has issued a Consistency Determination, TUSD shall prepare and submit to the County a written "Project WQMP Implementation Report." Each Project WQMP Implementation Report shall be prepared by a water quality professional mutually agreed upon by the Parties, and shall, at a minimum: provide a brief description of the post-development structural Best Management Practices (BMPs) implemented for the School Site Facilities project in accordance with the approved TUSD WQMP; verify installation of those required structural BMPs; and identify an entity that is mutually acceptable to the Parties that will be responsible for long-term management, operation and maintenance of those installed structural BMPs.

5. General Duties for School Site Facilities. For TUSD School Site Facilities, TUSD shall perform the following obligations and requirements in a manner that is substantially consistent with applicable municipal activities provisions of the DAMP:

- a. at existing School Site Facilities, implement, operate, and maintain appropriate nonstructural treatment and source control BMPs per applicable BMP Fact Sheets of the DAMP for existing municipal facilities;
- b. at existing School Site Facilities, implement, operate and maintain any existing structural BMPs per the applicable BMP Fact Sheets of the DAMP for existing municipal facilities;
- c. at School Site Facilities qualifying as Priority Development Projects and Non-Priority Development Projects and with TUSD WQMPs, implement, operate and maintain appropriate source control, treatment control, structural and nonstructural BMPs per the BMP Fact Sheets specified by the applicable TUSD WQMP;
- d. annually inspect and implement appropriate cleaning and maintenance procedures, practices and source control BMPs for TUSD owned and operated storm drain systems, including catch basins and inlets, and parking facilities, landscaped areas and other specified improvement areas associated with the School Site Facilities per applicable BMP Fact Sheets of the DAMP for existing municipal facilities;
- e. implement the Model Integrated Pest Management Pesticide and Fertilizer Management Guidelines for landscaped and turf field areas of School Site Facilities applicable to existing municipal facilities;

- f. take other steps identified by TUSD in the exercise of its discretion as necessary or appropriate to prevent, to the maximum extent practicable, the contribution of pollutants to receiving waters via TUSD owned and operated storm drains, inlets, catch basins and other storm drain facilities; and
- g. implement routine preventive maintenance of TUSD owned and operated sewage collection and conveyance system components to minimize infiltration of seepage from TUSD sewage collection/conveyance facilities to TUSD owned and operated storm drain facilities.

6. Notification Requirements. TUSD shall provide for all School Site Facilities those notices described in MS4 Permit § XVII. (pp. 67-68) to both the RWQCB and the County, including notices of any event, such as a hazardous materials spill, that poses an imminent threat to human health or the environment.

7. Annual Summary of Activities. On or before June 1 of each year, TUSD shall document and submit to the County a summary (the "Annual Summary"), certified by TUSD personnel responsible for oversight and with qualifications that are mutually acceptable to the Parties, briefly describing the status, condition, operation and maintenance of post-development structural BMPs required to be implemented for School Site Facilities pursuant to County approved TUSD WQMPs, and briefly describing activities performed by TUSD or its designees for TUSD School Site Facilities pursuant to TUSD WQMPs and Section 5 of this Cooperative Agreement above.

8. Implementation, Inspection, Operation, Maintenance, and Management Activities. TUSD shall be responsible for, and/or shall make arrangements for:

- a. implementing, inspecting, operating, and maintaining its School Site Facilities as set forth in this Cooperative Agreement;
- b. implementing, inspecting, operating, and maintaining those construction, source control, treatment control, structural and nonstructural BMPs identified in TUSD construction Storm Water Pollution Prevention Plans, in TUSD WQMPs, and/or BMPs otherwise already implemented for existing School Site Facilities.
- c. preparing and submitting to the proper agencies all reports required pursuant to the CGP and this Cooperative Agreement.

9. Costs and Fees.

a. Costs. TUSD shall be responsible for costs incurred with respect to TUSD's compliance with its obligations under this Cooperative Agreement, including costs of CGP compliance, TUSD WQMP preparation and implementation, obtaining Consistency Determinations, and conducting its required inspections, reporting, implementation, operation and maintenance of TUSD School Site Facilities and related TUSD source control, treatment control, structural and nonstructural BMPs as required by this Cooperative Agreement.

b. Fees. TUSD shall pay to the County a total fee of \$900 for review of each TUSD WQMP. TUSD shall pay the fee to the County no less than five (5) business days prior to commencement of each requested TUSD WQMP review and request for Consistency Determination, pursuant to procedures mutually agreed upon by the Parties.

B. County Obligations.

1. **Technical Review of WQMPs.** Provided that the fee is paid by TUSD to the County under Section 3.A.9.b. above, the County shall technically review, provide all technical comments on, and, when appropriate, issue a Consistency Determination for all TUSD WQMPs prepared and submitted by TUSD under Section 3.A.2., indicating the consistency and compliance of the TUSD WQMP with the applicable provisions of the MS4 Permit and the WQMP Guidance, as set forth in the procedures specified in Section 3.A.3. and 3.A.9 above.
2. **County Actions on TUSD Reports.** The County shall review, consider, and, as appropriate, incorporate into the permittees' Annual Report required under the MS4 Permit that information prepared and provided by TUSD to the County under Sections 3.A.4, 3.A.6., 3.A.7 and 3.A.8 above.
3. **No County Duty or Authority to Monitor, Inspect, or Maintain.** In light of TUSD's status as an independent public school district, and given TUSD's obligations with respect to implementation of BMPs, maintenance and operations, inspection, monitoring and reporting under the CGP and this Cooperative Agreement, the County shall have no duty or authority to, and shall not be liable for any failure to monitor, inspect, maintain, operate or assure TUSD's performance of the activities required of TUSD under this Cooperative Agreement or the CGP. Further, the County shall have no duty or authority to, and shall not be liable for any failure to inspect, monitor, maintain, operate or assure TUSD's compliance with any applicable

provisions of the CGP, the MS4 Permit or the WQMP Guidance identified in this Cooperative Agreement. Notwithstanding this provision, in the event that the County determines it to be necessary for purposes of properly implementing this Cooperative Agreement, the County may, upon at least three (3) business days prior written notice to TUSD, at reasonable times, in the company of TUSD staff and after assuring compliance of County personnel designated for entry with all applicable legal requirements governing entry into school sites and proximity to students and minors, and with proper insurance in place, access and review TUSD CGP and TUSD WQMP related records, and enter into, and inspect TUSD School Sites and related BMPs for purposes of assessing compliance with this Cooperative Agreement.

Section 4. General Provisions.

A. Counterparts. This Cooperative Agreement may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy, scanned copies (i.e., pdf) and/or digital or electronically mailed copies of original signatures shall be deemed to be originally executed counterparts of this Cooperative Agreement.

B. Modification of this Cooperative Agreement. This Cooperative Agreement, and any provisions herein, may not be changed, discharged, or terminated unless by a written instrument, signed by the Parties.

C. Authority. The undersigned representatives for each of the County, TUSD and the RWQCB certify that he/she is fully authorized to enter into the terms and conditions of this Cooperative Agreement.

D. Notices. Any notifications, submissions, or communications to the County, TUSD, and/or the RWQCB pursuant to this Cooperative Agreement shall be, to the extent feasible, sent via electronic mail transmission to the e-mail addresses listed below (electronic return receipt requested) or, if electronic transmission is not feasible, via courier or hand delivery to the addresses below. Any change in the individuals or addresses designated by any Party must be made in writing to all Parties. Notices shall be deemed received on the date they are documented to have been delivered by the courier or hand delivery service, or, if sent electronically, they shall be deemed received on the date transmitted, but a notice is not effective if the sending Party learns or receives notice, electronic or otherwise, that it did not reach the party to be notified. Notwithstanding the sender's receipt of a successful delivery notification, a recipient that fails to receive the submission may request delivery by other means. Such a request does not affect the timeliness of the original notice.

Notices to TUSD shall be sent to:

Peter Burns

Tustin Unified School District

300 South C Street
Tustin, California 92780-3695
Tel: (714) 730-7515
pburns@tustin.k12.ca.us

Notices to the County shall be sent to:

Grant Sharp
County of Orange
2301 N. Glassell Street
Orange, CA 92865-2773
Tel: (714) 955-0674
Grant.Sharp@ocpw.ocgov.com

Notices to the RWQCB shall be sent to:

Michael Adackapara
Regional Water Quality Control Board—Santa Ana Region
3737 Main Street, Suite 500
Riverside CA 92501-3339
Tel: (951) 782-3238
MAadackapara@waterboards.ca.gov

E. No Third Party Beneficiaries. There are no third party beneficiaries to this Cooperative Agreement.

F. Attorney's and Consultants' Fees, Costs and Expenses. Except as otherwise expressly provided in Section 3.A.9 of this Cooperative Agreement or agreed to in writing by the Parties, each Party shall bear its own attorneys' fees, costs and expenses; legal and technical consultants' and experts' fees, costs and expenses; staff costs, fees, and expenses; or any other fees, costs or expenses incurred by a Party in connection with implementing that Party's obligations under this Cooperative Agreement.

TUSD and the County enter into this Cooperative Agreement, effective as of the last date entered below.

Tustin Unified School District

By: _____

Date: _____

County of Orange

By: _____

Date: _____

Approved as to Form and Content:

**California Regional Water Quality Control
Board—Santa Ana Region**

By: _____

Date: _____

CONCEPTUAL DRAFT

Appendix A Template Water Quality Management Plan

CONCEPTUAL DRAFT