

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

In the matter of:)	
)	
WEST COUNTY AGENCY,)	SETTLEMENT AGREEMENT AND
WEST COUNTY)	STIPULATION FOR ENTRY OF
WASTEWATER DISTRICT,)	ADMINISTRATIVE CIVIL LIABILITY
CITY OF RICHMOND, AND)	ORDER
RICHMOND MUNICIPAL)	
SEWER DISTRICT NO.1,)	PROPOSED
CONTRA COSTA COUNTY)	ORDER
)	
NPDES Permit CA0038539		R2-2023-1004
(Order R2-2019-0003)		
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 the West County Agency, West County Wastewater District, City of Richmond, and Richmond Municipal Sewer District No. 1 (Dischargers) (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 Dischargers in the amount of **\$69,000**.

Section II: RECITALS

1. The West County Agency is a Joint Powers Authority whose members are the West County Wastewater District, City of Richmond, and Richmond Municipal Sewer District No. 1. The City of Richmond and Richmond Municipal Sewer District No. 1 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

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

Richmond Plant and West County Plant is combined prior to discharge to Central San Francisco Bay through the West County Agency Outfall.

2. The Dischargers are required to operate and maintain the Richmond Plant and West County Plant in compliance with National Pollutant Discharge Elimination System (NPDES) Permit 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 Dischargers are also required to comply with the Permit at the West County Agency Outfall. The Permit was most recently reissued on February 13, 2019, through Regional Water Board Order R2-2019-0003, which became effective April 1, 2019.
3. Water Code section 13385, subdivisions (h) and (i), requires assessment of mandatory minimum penalties (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:

- i. Violates a waste discharge requirement effluent limitation.
- ii. Fails to file a report pursuant to Section 13260.
- iii. Files an incomplete report pursuant to Section 13260.

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

- iv. 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.

4. The Prosecution Team alleges that the Dischargers violated their biochemical oxygen demand (BOD), total suspended solids (TSS), ammonia, and copper effluent limitations 29 times between November 2019 and April 2022. The 26 BOD and TSS effluent limit violations occurred at Monitoring Location EFF-002 at the Richmond Plant. The one copper and two ammonia effluent limit violations occurred at Monitoring Locations EFF-001 and EFF-001B at the West County Agency Outfall. The Discharger is subject to MMPs for 23 of these violations pursuant to Water Code section 13385, subdivisions (h) and (i), as shown in Attachment A, incorporated by reference herein.
5. To resolve the alleged violations in Section II, paragraph 4, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$69,000** 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 Dischargers hereby agree to the imposition of an administrative civil liability of **\$69,000** to resolve the alleged violations set forth in Section II, paragraph 4, as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Dischargers shall mail a check for **\$29,000**,

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

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

The Dischargers shall email a copy of the check to the Regional Water Board (marcos.delacruz@waterboards.ca.gov).

- b. The Parties agree that the remaining **\$40,000** of the administrative liability 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 Dischargers represent that they will use the suspended liability of \$40,000 (SEP Amount) to implement the SEP as set forth in Section III, paragraph 2, and attachment B. The Dischargers understand that their 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 Dischargers and the Regional Water Board.
 - b. The Dischargers agree 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 August 30, 2024, 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 Dischargers further agree that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Dischargers’ cost, and that the Dischargers bear ultimate

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

- responsibility for meeting all deadlines and requirements specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the Dischargers, or their agents or subcontractors, publicize one or more SEP elements, they 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 Dischargers.
 5. **Progress Reports and Inspection Authority:** The Dischargers shall provide reports describing SEP implementation progress to the Regional Water Board as described in Attachment B. The Dischargers agree 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 August 30, 2024, a responsible official of the Dischargers 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 Dischargers 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 Dischargers demonstrate delays from unforeseeable circumstances or circumstances beyond their control, provided that the Dischargers continues to undertake all appropriate measures to meet the deadlines. The Dischargers 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 Dischargers' satisfaction of their 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

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

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 Dischargers are unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP, the Dischargers shall pay the difference between the SEP Amount and the amount the Dischargers can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a “notice” that requires the Dischargers to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice issuance date. The Dischargers shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the Difference shall satisfy the Dischargers’ obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by August 30, 2024, 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 Dischargers shall be liable to pay the entire SEP Amount, or, if shown by the Dischargers, 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 Dischargers 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 Dischargers to pay, the Dischargers shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the assessed amount shall satisfy the Dischargers’ obligation 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 Dischargers or their 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 Dischargers or their directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

12. Compliance with Applicable Laws: The Dischargers understand 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:

Marcos De la Cruz
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
marcos.delacruz@waterboards.ca.gov
(510) 622-2365

Counsel:
Laura Drabandt, Attorney IV
State Water Resources Control Board
Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA 95814
laura.drabandt@waterboards.ca.gov
(916) 341-5180

For the Dischargers:

Mary Phelps, Project Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
mary_phelps@ci.richmond.ca.us
(510) 621-1269

Counsel:
Dave Aleshire, City Attorney
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
dave_aleshire@ci.richmond.ca.us
(510) 620-5439

14. Attorney Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorney 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 4, 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 Dischargers understand 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 Dischargers agree that they may not rescind or otherwise withdraw their 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 or its delegate 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 Dischargers have been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

adopted by the Regional Water Board or its delegate, hereby waive their 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 Dischargers do 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 Dischargers hereby waive their 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 waive their 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 Dischargers covenant 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 Dischargers' rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Dischargers' 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 Dischargers 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 Dischargers of their 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.

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

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: March 15, 2023

By:  _____

Thomas Mumley
Assistant Executive Officer

Settlement Agreement and Stipulated Administrative Civil Liability
West County Agency et al.

IT IS SO STIPULATED.

WEST COUNTY AGENCY

Date: 3/6/2023

By: Mary Phelps

Mary Phelps
Project Manager
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 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 Dischargers fail to perform any of their 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.

Eileen White
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Mandatory Minimum Penalties

**Dischargers: West County Agency
West County Wastewater District
City of Richmond
Richmond Municipal Sewer District No. 1**

The following table lists the alleged violations for which the Dischargers are subject to civil liabilities pursuant to Water Code section 13385. The table lists the mandatory minimum penalty (MMP) that applies.

Table 1. List of Alleged Violations

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance^[1]	Violation Type	MMP^[2]
1071432	11/30/2019	Ammonia, Monthly Average	1	32	33	3%	C1	\$0
1079928	8/15/2020	TSS, Weekly Average	1	45	50	11%	C1	\$0
1079926	8/31/2020	TSS, Monthly Average	1	30	31	3%	C2	\$0
1079927	8/31/2020	BOD, Monthly Average	1	30	32	7%	C3	\$0
1080763	9/30/2020	Ammonia, Monthly Mean	1	32	35	9%	C4	\$3,000
1080762	9/30/2020	BOD, Monthly Mean	1	30	32	7%	C5	\$3,000
1082120	10/3/2020	BOD, Weekly Average	1	45	49	9%	C6	\$3,000
1082121	10/10/2020	BOD, Weekly Average	1	45	58	29%	C7	\$3,000
1082115	10/10/2020	TSS, Weekly Average	1	45	56	24%	C8	\$3,000
1082122	10/17/2020	BOD, Weekly Average	1	45	68	51%	C9, S	\$3,000
1082118	10/17/2020	TSS, Weekly Average	1	45	64	42%	C10, S	\$3,000
1082119	10/24/2020	TSS, Weekly Average	1	45	48	7%	C11	\$3,000
1082116	10/31/2020	BOD, Monthly Average	1	30	49	63%	C12, S	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
West County Agency et al.

1082117	10/31/2020	TSS, Monthly Average	1	30	49	63%	C13, S	\$3,000
1092714	6/12/2021	BOD, Weekly Average	1	45	48	7%	C1	\$0
1092716	6/12/2021	TSS, Weekly Average	1	45	59	31%	C2	\$0
1092715	6/19/2021	TSS, Weekly Average	1	45	63	40%	C3, S	\$3,000
1092717	6/30/2021	TSS, Monthly Average	1	30	42	40%	C4, S	\$3,000
1095606	9/11/2021	TSS, Weekly Average	1	45	55	22%	C5	\$3,000
1100231	10/24/2021	Copper, Daily Maximum	2	76	95	25%	C6, S	\$3,000
1105516	12/18/2021	TSS, Weekly Average	1	45	48	7%	C7	\$3,000
1105515	12/31/2021	TSS, Monthly Average	1	30	38	27%	C8	\$3,000
1101091	1/29/2022	TSS, Weekly Average	1	45	48	7%	C9	\$3,000
1101090	1/31/2022	TSS, Monthly Average	1	30	33	10%	C10	\$3,000
1102671	2/12/2022	TSS, Weekly Average	1	45	47	4%	C11	\$3,000
1102669	2/19/2022	TSS, Weekly Average	1	45	66	47%	C12, S	\$3,000
1102670	2/28/2022	BOD, Monthly Average	1	30	31	3%	C13	\$3,000
1102668	2/28/2022	TSS, Monthly Average	1	30	44	45%	C14, S	\$3,000
1104602	4/30/2022	TSS, Monthly Average	1	30	33	10%	C15	\$3,000

Total Mandatory Minimum Penalty: \$69,000

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.

Footnotes:

- ^[1] Percent that the reported value exceeds the effluent limitation for a Group 1 pollutant.
^[2] The MMP required under Water Code section 13385(h) and/or (i).

CIWQS Place ID: 215234, 252657
 WDID: 2 071037001

ATTACHMENT B

Project Description for Supplemental Environmental Project (SEP) for Watershed Rangers Program

1. Project Name

Watershed Rangers Program

2. Project Amount

\$40,000

3. Project Lead

KIDS for the BAY on behalf of West County Agency et al.

4. Contacts

- Mary Phelps, Project Manager, City of Richmond, mary_phelps@ci.richmond.ca.us, (510) 621-1269
- Mandi Billinge, Executive Director, KIDS for the BAY, mandi@kidsforthebay.org, (510) 734-3835

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>).

This SEP is for ten classes of third, fourth, and 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:

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

- i. **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).
 - ii. **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.
 - iii. **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 5 to 25 gallons of trash. During the school year, ten classes will collect a total of 150 to 750 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

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

requests cleanup from city services (e.g., large accumulation 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 the 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 alleged violations listed in Attachment A. It is also an assessment and audit SEP because classes identify and report trash hotspots and adopt a local watershed habitat for monitoring and cleanup.

7. Above and Beyond Discharger's Obligations

This SEP provides no direct benefit to the West County Agency, West County Wastewater District, City of Richmond, or Richmond Municipal Sewer District No. 1. These Dischargers have no obligation to provide financial or other support for this project, will receive no direct or indirect benefit for this effort, and will not direct or exercise any control over the project.

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 any family of its members or staff.

9. Nexus to Nature or Location of Violations

This SEP has a nexus to the location of the violations (listed in Attachment A) in Richmond. Trash cleanups will occur in or around Richmond.

10. 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.

11. Project Milestone, Schedule, and Budget

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

Table 1. Project Milestones and Deliverables

Due Date	Task Description	Deliverable
10/15/2023	Project planning: Complete outreach to classrooms. Meet with teachers to set project schedules, sign Letters of Agreement, and distribute informational materials.	None
01/15/2024	Milestone 1: Complete project orientation and school neighborhood survey and trash cleanup project components described in section 5.a and 5.b.i, above. Documentation shall include: <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 survey area, 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 1
04/15/2024	Milestone 2: Complete watershed habitat trash cleanup (adopt a spot) project component described in section 5.b.ii, above. Documentation shall include: <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 	Quarterly Report 2

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

Due Date	Task Description	Deliverable
	6. Account for expenditures.	
07/15/2024	<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
08/30/2024	<p>Completion Report: Submit final report with the following elements:</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 and how the project performance measures described in section 13, 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 12, below. 	Completion Report

Table 2. Project Budget by Milestone

Description	Hours	Cost
Project Planning		
<u>Labor</u>		
Executive Director	12	\$840
Education Manager	18	\$630

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

Description	Hours	Cost
Program	30	\$900
Manager/Educator	58	\$1624
Program Educators		
<u>Other Costs</u>		\$150
Printing and copying		\$150
Travel – staff mileage		\$206
Education equipment		
Subtotal		\$4,500
Milestone 1		
<u>Labor</u>		
Executive Director	12	\$840
Education Manager	18	\$630
Program	60	\$1,800
Manager/Educator	176	\$4,928
Program Educators		
<u>Other Costs</u>		\$152
Travel – Staff Mileage		
Subtotal		\$8,350
Milestone 2		
<u>Labor</u>		
Executive Director	12	\$840
Education Manager	18	\$630
Program	60	\$1,800
Manager/Educator	176	\$4,928
Program Educators		
<u>Other Costs</u>		\$152
Travel – Staff mileage		
Subtotal		\$8,350
Milestone 3 and Completion Report		
<u>Labor</u>		
Executive Director	12	\$840
Education Manager	18	\$630
Program	60	\$1,800
Manager/Educator	192	\$5,376
Program Educators		
<u>Other Costs</u>		\$154
Travel – Staff Mileage		\$10,000
Travel – Bus		

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

Description	Hours	Cost
transportation		\$18,800
Subtotal		
TOTAL		\$40,000

12. 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.

13. 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 five 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 five 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 five 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.

14. Reports to the Water Board

All reports will be submitted to the Regional Water Board at:

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
West County Agency et al.

San Francisco Bay Regional Water
Quality Control Board
Kerry O'Connor
1515 Clay Street, 14th Floor
Oakland, CA 94612
kerry.oconnor@waterboards.ca.gov
(510) 622-2465