

**LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

**ORDER NO. R4-2022-0101  
(Proposed)**

**In the Matter of:  
  
LINDE INC.**

**SETTLEMENT AGREEMENT AND  
STIPULATION FOR ENTRY OF  
ADMINISTRATIVE CIVIL LIABILITY  
ORDER; ORDER (PROPOSED)**

**I. Introduction**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Los Angeles Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team), and Linde Inc. (Discharger) (collectively known as the Parties) and is presented to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

**II. Recitals**

2. The Discharger is the owner and operator of the Linde El Segundo Facility located at 890 El Segundo Boulevard, El Segundo, California (Facility). The Facility discharges wastewater from cooling tower blowdown and side stream filter backwash operations to a nearby storm drain at El Segundo Boulevard. The discharged wastewater then flows into Miscellaneous Coastal Streams of Los Angeles County at El Segundo Beach, a water of the United States.
3. Discharges from the Facility are regulated by Waste Discharge Requirements Order No. R4-2020-0055, National Pollutant Discharge Elimination System (NPDES) Permit No. CAG994003. The Facility's enrollment under this permit became effective on January 15, 2021 and expires on January 15, 2026.
4. Water Code section 13385, subdivisions (h) and (i) require assessment of mandatory penalties and state, in part, the following:

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.

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

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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 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.

Water Code section 13385, subdivision (i)(1) states, in part:

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.

5. As shown in Attachment A, herein incorporated by reference, the Discharger committed two (2) serious Group I violations and eight (8) serious Group II violations of the effluent limitations contained in Order No. R4-2020-0055 from February 2021 through March 2021. The two (2) serious Group I violations are subject to mandatory minimum penalties (MMPs) under Water Code section 13385, subdivision (h), because measured concentrations of Group I pollutants exceeded effluent limitations by 40 percent or more. The eight (8) serious Group II violations are subject to MMPs under Water Code section 13385, subdivision (h), because measured concentrations of Group II pollutants exceeded effluent limitations by 20 percent or more.
6. The Parties have engaged in confidential settlement negotiations and agree to fully settle the violations alleged in this Stipulated Order without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoptions as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
7. To resolve the violations by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an administrative civil liability against the Discharger in the amount of thirty thousand dollars (\$30,000). The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is

warranted concerning the violations alleged herein, and that this Stipulated Order is in the best interest of the public.

### **III. Stipulations**

The Parties stipulate to the following:

8. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
9. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount of thirty thousand dollars (\$30,000) to resolve the violations specifically alleged in this Stipulated Order as follows:
  - a. The State Water Resources Control Board's (State Water Board) May 3, 2018 Policy on Supplemental Environmental Projects (SEP Policy) section VIII.B. provides:

Unless otherwise permitted by statute or approved by the Director of [the Office of Enforcement (OE)] based on a finding of compelling justification due to exceptional circumstances . . . no settlement shall be approved by the Water Boards that fund a SEP in an amount greater than 50 percent of the total adjusted monetary assessment against the settling party. The total adjusted monetary assessment is the total amount assessed, exclusive of a Water Board's investigative and enforcement costs.

The Director of OE may approve a proposed settlement to fund a SEP in an amount greater than 50 percent of the total adjusted monetary assessment in cases where the SEP is located in or benefits a disadvantaged community, an environmental justice community, a community that has a financial hardship, or where the SEP substantially furthers the human right to water.

Pursuant to the Director of OE's April 30, 2021 memorandum on approving disadvantaged community and environmental justice SEPs greater than 50 percent of the total monetary liability, more than 50 percent of the total monetary liability here may be dedicated to the SEP described in Attachment B because the SEP is located in and/or benefits a disadvantaged community. The Prosecution Team provided written notification of the SEP to the Director of OE and obtained approval for the SEP to exceed 50 percent of the administrative civil liability. Therefore, the entire administrative civil liability amount of thirty thousand dollars (\$30,000) is directed to the SEP identified in Paragraph 9.b. below.

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- b. The Parties agree that the thirty thousand dollars (\$30,000) (SEP amount) in administrative civil liability shall be paid to the Rose Foundation for Communities and the Environment (Rose Foundation) for implementation of a SEP as follows:
  - i. The Parties agree that thirty thousand dollars (\$30,000) shall be paid to the Rose Foundation for implementation of the California Greenworks, Inc. South Los Angeles Urban Greening and Community Forestry Program SEP described in Attachment B.
  - ii. California Greenworks, Inc. shall be referred to as the SEP Implementing Party.
  - iii. No later than 30 days after the Regional Water Board, or its delegee, signs this Order, the Discharger shall submit a check for thirty thousand dollars (\$30,000) to the Rose Foundation. The check shall be made payable to the "Rose Foundation for Communities and the Environment," reference the Order number on page one of this Order, and be mailed to:

Rose Foundation for Communities and the Environment  
Attn: Tim Little  
201 4<sup>th</sup> Street, Suite 102  
Oakland, California 94607

The Discharger shall provide a copy of the check via e-mail to the State Water Board, Office of Enforcement ([Susan.Ma@waterboards.ca.gov](mailto:Susan.Ma@waterboards.ca.gov)) and the Regional Water Board ([Lala.Kabadaian@waterboards.ca.gov](mailto:Lala.Kabadaian@waterboards.ca.gov)).

10. **Regional Water Board Resolution No. R19-007:** The SEP was approved, in concept, by Regional Water Board Resolution No. R19-007 and was included on the Regional Water Board's 2019 and 2021 Disadvantaged Community Supplemental Environmental Project List (DAC SEP List). The California Greenworks, Inc. South Los Angeles Urban Greening and Community Forestry Program was included on both the 2019 and 2021 DAC SEP Lists. Since its last inclusion in the 2021 DAC SEP List, the total projected cost of this SEP is now \$30,000 and the duration of the SEP is now 16 months. Details of the SEP are found in Attachment B.
11. **SEP Requirements:** The Parties agree that the SEP amount specified in Paragraph 9.b. is for the SEP identified in Attachment B and that the amount associated with the SEP shall be treated as a suspended administrative civil liability at the time of project completion for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any SEP funds that are not expended in accordance with this Stipulated Order. Detailed project descriptions,

including milestones, budgets, and performance measures are attached in Attachment B.

12. **Nexus to the Violation:** The SEP Policy requires that a SEP have a nexus to the alleged violation. (SEP Policy, section VIII.F.) The SEP included in this Stipulated Order has a nexus to the location of the alleged violation because the primary benefits to be attained from the SEP is within a 50-mile radius of the location of the violations.
13. **SEP Categories:** The SEP Policy provides for seven categories of SEPs. (SEP Policy, section V.) The California Greenworks, Inc. South Los Angeles Urban Greening and Community Forestry Program falls under the “Pollution Prevention” and “Environmental Restoration and Protection” categories.
14. **SEP Oversight:** The Rose Foundation will oversee SEP implementation in lieu of Regional Water Board staff oversight. The Discharger shall not have any implementation or oversight role for the SEP. The Rose Foundation’s oversight costs are included in the direct costs of the SEP as allowed under section VIII.G. of the SEP Policy since the SEP directly benefits disadvantaged communities. Oversight costs are with the 10 percent limit for SEPs performed by third party administrators. (SEP Policy, section VIII.G.)
15. **Reporting Requirements for the SEPs:** The Rose Foundation has agreed, on the Discharger’s behalf, to submit the following reports on SEP implementation to the Regional Water Board:
  - a. **Quarterly Reports:** Quarterly Reports must be submitted in accordance with the schedule provided in Attachment B. The Quarterly Reports must describe the tasks completed during the previous quarter, whether the SEP Implementing Parties are in compliance with the milestones and deadlines contained in Attachment B, and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the SEP’s progress.
  - b. **Certification of SEP Completion:** No later than the deadlines contained in Attachment B, the Rose Foundation, on the Discharger’s behalf, must submit a final report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:
    - i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met,

- ii. Certification documenting the expenditures by the SEP Implementing Party during the completion period for the SEP, and
- iii. Certification that the SEP Implementing Party followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.

Documentation of SEP completion may include photographs, invoices, receipts, certification, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred.

16. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents, 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.
17. **SEPs are Above and Beyond the Discharger's Obligations:** The SEP included in this Stipulated Order contain only measures that go above and beyond the Discharger's obligations. The SEP is not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the SEP.
18. **No Benefit to Regional 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 member of staff.
19. **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.
20. **Third Party Audit:** If the Regional Water Board obtains information reasonably indicating that the Discharger, Rose Foundation, and/or a SEP Implementing Party has not expended money in the amounts claimed, or a SEP Implementing Party has not adequately completed the work in the SEP, the Regional Water Board or its delegee may require, and the Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Regional Water Board or its delegee, stating that in its professional opinion, the Discharger, Rose Foundation, and/or a SEP Implementing Party has or has not expended money in the amounts claimed. In the event of such an audit, the Discharger agrees that the third-party auditor will be provided with access to all documents that the auditor requests. Such information must be provided to the Regional Water Board within three months of the date on which the Regional Water Board or its delegee requires the audit.

**21. Failure to Expend the SEP Amount on the Approved SEP:** If the Discharger is not able 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 (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Discharger shall submit a check for the Difference to the State Water Board. The check shall be made payable to the "State Water Pollution Cleanup and Abatement Account," reference the order number in the heading on page one of this Stipulated Order, and be mailed to:

State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

The Discharger shall provide a copy of the check via email to the State Water Board, Office of Enforcement ([Susan.Ma@waterboards.ca.gov](mailto:Susan.Ma@waterboards.ca.gov)) and the Regional Water Board ([Lala.Kabadaian@waterboards.ca.gov](mailto:Lala.Kabadaian@waterboards.ca.gov))

Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.

**22. Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date listed in Attachment B, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Failure to Complete SEP." The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegee. 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 delegee 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 issuance date of the notice. Within 30 days of the Regional Water Board's or its delegee'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 Paragraph 21. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.

23. **Replacement SEP:** If there is a material failure, in whole or in part, to perform the SEP described in Paragraph 9.b., due to circumstances beyond the control of the Discharger, Rose Foundation, and/or the SEP Implementing Party, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in Paragraph 22 above, the Parties agree that the Discharger may propose a Replacement SEP. Whether there is a material failure to perform the SEP(s) described in Paragraph 9.b. shall be determined by the Executive Officer. The Discharger shall have 60 days from the date of the Executive Officer's determination to propose a Replacement SEP. The cost of the Replacement SEP shall be for the entire SEP Amount, or, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the SEP being replaced. The terms and conditions of the Replacement SEP shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee. The Replacement SEP shall meet the criteria in the SEP Policy, and shall be completed within 36 months of the Regional Water Board's or its delegee's approval of the Supplemental Agreement (Replacement SEP Completion Date). The Executive Officer may grant an extension for good cause shown as to why the Replacement SEP cannot be completed by the Replacement SEP Completion Date. The Parties agree that, unless requested by the Executive Officer, the Supplemental Agreement will not be subject to public notice and comment so long as the initial notice and comment period complies with federal and/or state requirements. If there is a material failure to perform a Replacement SEP, then the Executive Officer shall issue a "Notice of Failure to Complete SEP" as described in Paragraph 22. The Discharger shall not have an opportunity to propose a second Replacement SEP should it fail to complete the Replacement SEP for any reason.
24. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the designated Regional Water Board or its delegee shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the Discharger under this Stipulated Order and permanently suspend the SEP Amount.
25. **Compliance with Applicable Law and Regulatory Changes:** The Discharger understands that payment of an 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 additional violations of the type alleged may subject it to further enforcement, including additional administrative civil liabilities. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.



**26. Party Contacts for Communications Related to Stipulated Order:**

For the Regional Water Board:

Lala Kabadaian  
Water Resource Control Engineer  
Los Angeles Regional Water Quality Control Board  
320 West 4<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90013  
(213) 620-6370  
[Lala.Kabadaian@waterboards.ca.gov](mailto:Lala.Kabadaian@waterboards.ca.gov)

For the Discharger:

David LeValley  
Associate Director of Operations  
2300 East Pacific Coast Highway  
Wilmington, CA 90744  
(562) 983-2175  
[David.LeValley@linde.com](mailto:David.LeValley@linde.com)

- 27. Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney's fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
- 28. Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board, or its delegee. If significant new information is received that reasonable affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board, or its delegee. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
- 29. Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
- 30. No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the

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same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.

31. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
32. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
33. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.
34. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
35. **If Order Does Not Take Effect:** The Discharger's obligations under this Stipulated Order are contingent upon the entry of the Order of the Regional Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess an administrative civil liability for the underlying alleged violations or may continue to pursue settlement. 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 any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
  - a. Objection related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections to the extent that they

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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, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or

- b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
36. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Regional Water Board, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Regional Water Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.
  37. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Regional Water Board, the Discharger hereby waives the right to petition the Regional Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
  38. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulation and Order.
  39. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
  40. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
  41. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties

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shall have any right of action under this Stipulated Order for any cause whatsoever.

42. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
43. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.
44. **Counterpart Signatures:** This 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.

**IT IS SO STIPULATED**

California Regional Water Quality Control Board, Los Angeles Region Prosecution Team

By:  **Hugh Marley** Digitally signed by Hugh Marley  
Date: 2022.12.07 13:48:04 -08'00'  
Water Boards \_\_\_\_\_  
Hugh Marley  
Assistant Executive Officer

12/7/2022  
\_\_\_\_\_  
Date

Linde Inc.

By:  \_\_\_\_\_  
David LeValley  
Associate Director of Operations

12/6/22  
\_\_\_\_\_  
Date

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**HAVING CONSIDERED THE PARTIES STIPULATIONS, THE LOS ANGELES  
REGIONAL WATER QUALITY CONTROL BOARD FINDS THAT:**

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, section 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
3. 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 Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Los Angeles Region.

\_\_\_\_\_  
Renee Purdy  
Executive Officer  
Los Angeles Regional Water Quality Control Board

\_\_\_\_\_  
Date

Attachment A: Effluent Limitation Violations  
Attachment B: California Greenworks, Inc.'s South Los Angeles Urban Greening  
and Community Forestry Program SEP

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Attachment A:

Effluent Limit Violations

Attachment A – Effluent Limit Violations

Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/ Chronic	Water Code Section 13385	Penalty
11/30/18	4th Quarter 2018	Monthly Average	BOD	23	20	mg/L	1	15%	Chronic	(i)1	\$0
12/31/18	4th Quarter 2018	Monthly Average	BOD	22	20	mg/L	1	10%	Chronic	(i)1	\$0
04/05/19	2nd Quarter 2019	Instantaneous Minimum	pH	6.4	6.5	SU	OEV	2%	Chronic	(i)1	\$0
02/26/21	1st Quarter 2021	Daily Maximum	Copper	12	5.8	µg/L	2	107%	Serious	(h)1	\$3,000
02/26/21	1st Quarter 2021	Daily Maximum	Residual Chlorine	0.15	0.1	mg/L	2	50%	Serious	(h)1	\$3,000
02/26/21	1st Quarter 2021	Daily Maximum	Arsenic	9.7	5	µg/L	2	94%	Serious	(h)1	\$3,000
02/28/21	1st Quarter 2021	Monthly Average	Copper	12	2.9	µg/L	2	314%	Serious	(h)1	\$3,000
03/22/21	1st Quarter 2021	Daily Maximum	Copper	160	5.8	µg/L	2	2659%	Serious	(h)1	\$3,000
03/22/21	1st Quarter 2021	Daily Maximum	Arsenic	13.5	5	µg/L	2	180%	Serious	(h)1	\$3,000
03/22/21	1st Quarter 2021	Daily Maximum	BOD	57	30	mg/L	1	90%	Serious	(h)1	\$3,000
03/31/21	1st Quarter 2021	Monthly Average	Copper	160	2.9	µg/L	2	5417%	Serious	(h)1	\$3,000

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Violation Date	Monitoring Period	Violation Type	Parameter	Reported Value	Permit Limit	Units	Pollutant Category	% Exceeded	Serious/ Chronic	Water Code Section 13385	Penalty
03/31/21	1st Quarter 2021	Monthly Average	Arsenic	13.5	10	µg/L	2	35%	Serious	(h)1	\$3,000
03/31/21	1st Quarter 2021	Monthly Average	BOD	57	20	mg/L	1	185%	Serious	(h)1	\$3,000

**Total: \$30,000**



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Attachment B:

California Greenworks, Inc. South Los Angeles Urban Greening and  
Community Forestry Program



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## LA COMMUNITY WATER JUSTICE GRANTS PROGRAM PROJECT PROPOSAL UPDATE

**Applicant:** *California Greenworks (CGW)*

**Contact:** *Mike Meador, CEO/Founder  
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**Project Title:** Urban Forestry, South Los Angeles— Ballona Creek and Dominguez Channel  
**Amount requested:** \$30,000  
**Project duration:** 16 months

**Project Description:** The overall Urban Forestry, South Los Angeles project will promote stormwater capture and management and increase community access to healthy green spaces by planting over 200 trees in the next two-year period. For this SEP, CGW is requesting funds for Phase Two of the project, and this will support the planting and maintenance of 20 trees at a minimum.<sup>1</sup> These trees will help the Ballona Creek and Dominguez Channel stormwater catchment and help reduce air particulate and water pollutants in historically underserved communities. As described below, all trees will be permitted and have a maintenance contract with the appropriate partner.

Trees planted in the urban environment have several positive effects on water quality which include: (1) reducing stormwater discharges by volume (as trees intercept and absorb precipitation), (2) reducing pollutants in the water catchment system (through the trees ability to filter/trap particulates and sediments), (3) increasing local evapotranspiration, (4) increasing groundwater recharge (as trees intercept precipitation and decrease the velocity of runoff), and (5) reducing the burden on urban sewage and stormwater systems.<sup>2</sup>

The stakeholders engaged are community members, neighborhood councils, other nonprofits, schools, and municipal elected officials and administrators. Volunteers for the tree planting

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<sup>1</sup> Tree number will be determined on price of trees *at time of purchase*, and the location of planting site will determine costs of maintenance

<sup>2</sup> Nowak, David J., Coville, Theodore, Abdi, Reza and John T. Van Stan "Valuing Urban Tree Impacts in Precipitation Partitioning" *Precipitation Partitioning by Vegetation* eds. J. T. Van Stan, et al (Springer Nature, Switzerland, 2020), pages 253-267.



events (of which there will be two), will come from the California Greenworks volunteers base, local stakeholders, and from volunteer organizations like Gather.<sup>3</sup>

The proposed communities are along the catchment zones of two water systems in Los Angeles: Ballona Creek and Dominguez Chanel. The communities along these catchments include: Los Angeles, Culver City, Inglewood, Gardena, Carson, Torrance, north Long Beach, and San Pedro. "These communities have less than 10% tree canopy and suffer from the damaging effects of urban blight."<sup>4</sup>

As part of the project, the exact location for planting trees will be determined within the first four months of the project start date in collaboration with city officials. The planting locations will be determined based on the following variables: tree availability, irrigation and maintenance infrastructure, and community engagement. Additionally, CGW will select sites which meet the following two criteria: (1) the urban tree canopy must be minimal at location<sup>5</sup> and (2) the CalEnviroScreen 4.0 score must be greater than or equal to 80.

Maintenance contracts will be finalized after the exact locations are identified and selected. It is anticipated that CGW will shoulder maintenance for the first three years of the tree's life which is typically the period it takes for trees to become viable. As this is a 16-month project, maintenance for trees after the first 16 months will be funded from other sources (such as the California Air Resources Board) or through outside contracts (for instance with the California Conservation Corps who we've partnered with in the past). The estimate of tree viability after three years is based on GCW's previous experience working within many municipalities in LA county. After three years, the host municipality is expected take over tree maintenance for the duration of the tree's life. Again, this is based on experience with previous plantings and interactions with municipalities that have taken over maintenance after the three-year viability period. The frequency of tree maintenance activities depends on the season. From November-May, we expect 2 visits per month to each planting, between June-September we expect 4 visits per month, and in October, it's typically 3 visits per month. During each visit, the following tasks are completed as needed: watering, remove weeds, adjust tree stakes and ties, add mulch, remove suckers, and remove debris.

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<sup>3</sup> Gather is a digital service that connects volunteer seekers with volunteer opportunities. It is an app that can be found under GatherU. See <http://www.thegoodnessapp.com/>.

<sup>4</sup>See Banguet, Laurent "Los Angeles and Google partner on 'Tree Canopy' project" (Nov. 19, 2020), available at <https://phys.org/news/2020-11-los-angeles-google-partner-tree.html>.

<sup>5</sup> Tree canopy determination will give higher priority to locations with no street tree canopy.



**Project Staff:**

Mike Meador: Project Manager (over 20 years' experience in nonprofit project management and environmental projects). Mike will be responsible for coordinating with city officials, volunteers, obtaining permits and trees, marketing, etc.

Michael Berns: Project Coordinator (over 15 years in nonprofit project management and volunteer recruitment and management). Michael will be responsible for supporting the Project Manager in any and all tasks.



**Timeline & Deliverables:** Please identify tasks and deliverables for 25%, 50% 75% and 100% completion milestones, and indicate a target completion date for each milestone. The target date may be expressed as number of months from project initiation. For example, if you expect to achieve your 25% milestone after three months, indicate “Completion Date Month 3.” Depending on your project workplan, project phases may not all be of equal length. Please express the timeline that will work best for your project. Provide a line-item budget for each task. **The maximum allowable project length is 36 months, and any funds not expended within the 36-month period must be returned. Therefore, we advise applicants to submit projects no longer than 32 months to allow space for unexpected delays which may extend the timeline.**

Milestone	Tasks	Deliverables	Budget Sub-total for Milestone
<b>25% Complete</b>  Completion Date: by month 4	1. Research into possible planting site 2. Coordinate with local stakeholders/decision makers 3. Select plant site 4. Select tree species to be used at site	<ul style="list-style-type: none"> <li>- Obtain permit(s) for 1st phase of planting<sup>6</sup></li> <li>- Obtain order for number and species of trees, which includes: Requesting and assessing bids from nurseries, confirming appropriate stock size, placing order, and purchasing trees. Also, with arborist, assessing health and viability of trees</li> <li>- Fill out any planting forms required by associated entities/organizations</li> <li>- Overhead and O&amp;M activities may also include handling tree procurement, tagging, and delivery as well as tree storage if necessary</li> </ul> Submit 25% Complete report (narrative & financial).	= \$1,650 overhead, O&M
<b>50% Complete</b>	1. Select date of planting 2. Order trees and have them delivered 3. Gather equipment 4. Recruit volunteers 5. Hold Plant day event	<ul style="list-style-type: none"> <li>- Order trees (≥10 in 1st phase)</li> <li>- Obtain tools, planting requisites</li> <li>- Create event flyer for volunteer recruitment</li> <li>- Marketing campaign for event day and recruitment</li> </ul>	\$1,650 overhead, O&M \$2,975 trees \$340 stakes \$170 ties

<sup>6</sup> Tree planting has been split into two separate phases due to labor requirements of volunteers. Previous planting events has taught us that all trees cannot be planted on the same day if they number higher than around 25.

<p>Completion Date: by month 8</p>	<p>6. Establish maintenance schedule/responsibility</p>	<ul style="list-style-type: none"> <li>- Tree planting activities include: (1) Arborist to train planters on best-practices; (2) Digging holes, installing trees, installing stakes and ties, adding mulch, watering; (3) Recruiting and training volunteers for planting; (4) Tagging trees</li> </ul> <p>Submit 50% Complete report (narrative &amp; financial).</p>	<p>\$50 soil amendment \$6,375 tree maintenance  = <b>\$11,560</b></p>
<p><b>75% Complete</b>  Completion Date: by month 12</p>	<p>1. Research into possible planting site 2. Coordinate with local stakeholders/decision makers 3. Select plant site Select tree species to be used at site</p>	<ul style="list-style-type: none"> <li>- Obtain permit(s) for 2nd phase of planting</li> <li>- Obtain order for number and species of trees, which includes: Requesting and assessing bids from nurseries, confirming appropriate stock size, placing order, and purchasing trees. Also, with arborist, assessing health and viability of trees</li> <li>- Fill out any planting forms required by associated entities/organizations</li> <li>- Overhead and O&amp;M activities may also include handling tree procurement, tagging, and delivery as well as tree storage if necessary</li> </ul> <p>Submit 75% Complete report (narrative &amp; financial).</p>	<p>= <b>\$1,650</b> overhead, O&amp;M</p>
<p><b>100% Complete</b>  Completion Date: by month 16</p>	<p>1. Select date of planting 2. Order trees and have them delivered 3. Gather equipment 4. Recruit volunteers 5. Hold Plant day event</p>	<ul style="list-style-type: none"> <li>- Order trees (≥10 in 2nd phase)</li> <li>- Create event flyer for volunteer recruitment</li> <li>- Marketing campaign for event day and recruitment</li> <li>- Plant the requisite trees</li> </ul> <p>Submit 100% Complete report (narrative &amp; financial).</p>	<p>\$1,650 overhead, O&amp;M \$3,150 trees \$360 stakes \$180 ties \$50 soil amendment \$6,750 tree maintenance = <b>\$12,140</b></p>



<p>Ongoing Tasks</p>	<p><u>California Greenworks</u></p> <ol style="list-style-type: none"> <li>1. Short quarterly narrative periodic report to Rose Foundation (every 3 months)</li> <li>2. Ongoing research into plant sites and partners</li> </ol> <p><u>Rose Foundation:</u> Project administration, oversight and reporting to Regional Board:</p> <ol style="list-style-type: none"> <li>1. Rose shall forward all 3-month periodic reports to the Regional Board within 1 month of receipt from California Greenworks (i.e. – submit periodic report to Regional Board by April 30, July 31, Oct. 31, Jan 31 of each year in which the project is active).</li> <li>2. Rose shall provide all milestone completion reports to the Regional Board as part of the June 1 and December 1 SEP Program reports required by the State Water Resources Control Board’s SEP Policy.</li> <li>3. Rose shall use <i>ORGANIZATION’S</i> 100% completion report as the basis for a Certificate of Completion, and shall submit the Certificate of Completion to the Regional Board after the conclusion of the project.</li> </ol>	<p>= <b>\$3,000</b></p>
	<p><b>Total Project</b></p>	<p><b>\$30,000</b></p>