CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

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| In the matter of: | ) | |
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| **SANITARY DISTRICT #1** | ) | **Order No. RX-2012-00XX (Proposed)** |
| **OF MARIN, a.k.a. ROSS** | ) | |
| **VALLEY SANITARY DISTRICT** | ) | **Settlement Agreement and Stipulation for** |
| | ) | **Entry of Order; Order (Proposed)** |
| **Administrative Civil Liability** | ) | |
| **for Sanitary Sewer Overflows** | ) | |

## Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order ("Stipulation" or "Stipulation and Order") is entered into by and between the Regional Water Quality Control Board Prosecution Staff ("Prosecution Staff") and Sanitary District No. #1 of Marin, also known as Ross Valley Sanitary District ("Settling Respondent") (collectively "Parties") and is presented to the San Francisco Bay Regional Water Quality Control Board ("Regional Water Board") for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

## Section II: Recitals

1. The Settling Respondent owns, operates, and maintains a collection system in Marin County, California, that serves a population of approximately 50,000. The Settling Respondent's collection system is approximately 195 miles of gravity sewer pipeline, 9 miles of force mains, and 20 pumping stations that collect and transport an average of five million gallons of wastewater per day to the Central Marin Sanitation Agency Treatment Plant.

2. The collection system is subject to the requirements set forth in the Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1311 et seq.), the Statewide General Waste Discharge Requirements, State Water Resources Control Board ("State Board") Order No. 2006-0003-DWQ, and State Board Monitoring and Reporting Requirements Order No. WQ 2008-0002-EXEC (amending Order No. 2006-0003 DWQ).

3. The Prosecution alleges the following violations (collectively referred to as the "Alleged Violations").

   a. Between January 1, 2008 and April 21, 2011, there were 36 sanitary sewer overflows ("SSOs") of untreated wastewater that discharged to waters of the state and the United States, violating Order No. 2006-0003-DWQ section C. Prohibitions 1. The Settling Respondent is subject to administrative civil

liability pursuant to California Water Code sections 13385(a)(1), (2) and (5), and 13385(c) for each unauthorized discharge, violation of the waste discharge order, and failure to comply with section 301 of the Clean Water Act. These 36 SSOs totaled 3,125,493 gallons discharged, of which 2,555,535 gallons were not recovered or cleaned up.

b. On or about and between December 17 and 19, 2010, the Settling Respondent failed to provide notice within 2 hours of becoming aware of the SSOs to the local health officer or directors of environmental health, and the Regional Water Board. The Settling Respondent failed to submit within 24 hours to the Regional Water Board a certification that the Settling Respondent had notified the State Office of Emergency Services and the local health officer or directors of environmental health of the SSOs. The failure to provide notice and certification of notice violated reporting requirements in Order No. 2006-0003-DWQ as amended by Order No. WQ 2008-0002-EXEC subjects the Settling Respondent to administrative civil liability pursuant to Water Code sections 13267(a), and 13268(a)(1)-(2).

    i. The Settling Respondent initially reported the December 17-19, 2010, SSOs within 2 hours to the California Emergency Management Agency ("CalEMA") (formerly known as the State Office of Emergency Services) as a 1,000-gallon SSO not reaching surface waters. On December 18, 2010, the Settling Respondent discovered that the SSO and other SSOs in close proximity were greater than 1,000 gallons and had reached surface waters. The Settling Respondent notified the Regional Water Board and Marin County Environmental Health Services on December 22, 2010, and updated CalEMA on December 27, 2010.

    ii. The Settling Respondent failed to provide notice of the SSOs to the Regional Water Board and Marin County Environmental Health Services for five days from December 17 through December 22, 2010. The Settling Respondent failed to provide updated accurate information to CalEMA for nine days from December 18 through December 27, 2010.

c. On or about January 1, 2011, and January 6, 2011, the Settling Respondent failed to submit a certified report in the California Integrated Water Quality System ("CIWQS") within 15 days after completing response and remediation for the SSOs. Failing to submit the certified reports to the online SSO system violated requirements in Order No. 2006-0003-DWQ as amended by Order No. WQ 2008-0002-EXEC subjects the Settling Respondent to administrative civil liability pursuant to Water Code sections 13267(a), and 13268(a)(1)-(2).

    i. For the December 17-19, 2010, SSOs, the Settling Respondent submitted a certified report in CIWQS on April 4, 2011, 91 days after

the certified report due date of January 4, 2011. The statutory maximum liability is $1,000 a day.

ii. For the December 22, 2010, SSOs, the Settling Respondent submitted a certified report in CIWQS on April 4, 2011, 88 days after the due date of January 7, 2011.

d. Between December 22, 2010, and December 12, 2011, the Settling Respondent failed to report an SSO from manhole #2647 in CIWQS pursuant to Order No. 2006-0003-DWQ as amended by Order No. WQ 2008-0002-EXEC. The Settling Respondent is subject to administrative civil liability pursuant to Water Code sections 13267(a), and 13268(a)(1)-(2).

4. To resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code, the Statewide General Waste Discharge Requirements in Order No. 2006-0003-DWQ, and the State Board Monitoring and Reporting Requirements Order No. WQ 2008-0002-EXEC, the Parties have agreed to the imposition of $1,539,100 against the Settling Respondent, which includes $75,600 for staff costs. Payment of $807,350 to the State Water Resources Control Board Cleanup and Abatement Account is due no later than 30 days following the Regional Water Board executing this Order. The remaining $731,750 in penalties shall be suspended upon completion of two Supplemental Environmental Projects ("SEP") described in Attachments A and B of this Order. The Southeastern Creekside Marsh Habitat Enhancement Project is for $249,370 and the Private Lateral Replacement Grant Program SEP is for $482,380.

5. The liability amount was determined using a factors analysis consistent with Water Code section 13385 and the State Water Resources Control Board Water Quality Enforcement Policy (May 2010)("Enforcement Policy"). The staff report dated February 15, 2012, contained in Attachment C and incorporated herein describes the violations and liability consideration.

6. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Staff believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the Alleged Violations except as provided in this Stipulation and that this Stipulation is in the best interest of the public.

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## Section III: Stipulations

The Parties stipulate to the following:

7. **Administrative Civil Liability:** The Settling Respondent hereby agrees to pay the administrative civil liability totaling $1,539,100 as set forth in Paragraph 4 of Section II herein. Further, the Settling Respondent agrees that $731,750 of this administrative civil liability shall be suspended pending completion of the two SEPs as set forth in Paragraph 4 of Section II herein and Attachments A and B attached hereto and incorporated by reference.

8. The Parties agree that this resolution includes two supplemental environmental projects (SEPs) as provided for as follows:

a. **Definitions**

"Cleanup and Abatement Account" – the State Water Pollution Cleanup and Abatement Account.

"Implementing Party" – An independent third party with whom the Settling Respondent has contracted or otherwise engaged to implement the SEP.

"Oversight Party" – An independent third party with whom the Settling Respondent has contracted or otherwise engaged to oversee the SEP.

"Milestone Requirement" – A requirement with an established time schedule for meeting/ascertaining certain identified measurements of completed work. Upon the timely and successful completion of each milestone requirement, an amount of liability will be permanently suspended or excused as set forth in the Description of the SEP below.

"SEP Completion Date" – The date in which the SEP will be completed in its entirety.

b. **Administrative Civil Liability and Costs Of Enforcement**

1. Total Civil Liability

Settling Respondent shall be subject to administrative civil liability in the total amount of $1,539,100. This includes the amount of $75,600 for the costs incurred by the Regional Board staff to investigate and prosecute the administrative civil liability enforcement action. The civil liability also includes the cost of two SEPs in the amount of $731,750 total. The cost of the SEPs will be referred to as the SEP Amount and will be treated as a Suspended Administrative Civil Liability.

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2. Payment and Costs

Payment of $807,350 shall be made within 30 days of receipt of the Stipulated Order executed on behalf of the Regional Water Board to the Cleanup and Abatement Account. Payment shall be submitted to the San Francisco Bay Regional Water Quality Control Board, Attn: Claudia Villacorta, 1515 Clay Street, Suite 1400, Oakland, CA, 94612.

3. Funding of Special Environmental Projects

Settling Respondent agrees to fund the SEPs as described further in Section III, Paragraph 8.c., and Attachments A and B.

c. **Description of the SEPs**

1. **Southeastern Creekside Marsh Habitat Enhancement SEP**

The goal of this project is to improve the habitat for flora and fauna in the eastern portion of Creekside Marsh by increasing the size of the existing single culvert near Bon Air Road to increase flushing action in the marsh. $249,370 of the total SEP amount will fund seven tasks:

a. characterize existing conditions,
b. develop criteria for marsh design,
c. design channels and culvert,
d. conduct environmental review and obtain permits,
e. enlarge culvert,
f. install plants,
g. monitor and report, and
h. project management.

This SEP is to be implemented by the Friends of Corte Madera Creek, with San Francisco Bay Estuary Project providing oversight. The Settling Respondent (or the Implementing Party or Oversight Party on behalf of the Settling Respondent) shall provide the final report, including vegetation monitoring, by October 15, 2016. Detailed plans including milestones, budget, and performance measures are provided in Attachment A.

2. **Private Lateral Replacement Grant Program**

The goal of this project is to reduce inflow and infiltration flows into the Settling Respondent's collection system from leaky defective private sewer laterals. A reduction in flows will benefit water quality and beneficial uses by decreasing the number and volume of sewer overflows during wet weather. SEP funds will subsidize the replacement of 283 defective private laterals at $1,700 each, with an emphasis on private laterals in basins that are determined to have the highest levels of inflow and infiltration. $482,380 of the total SEP amount will be allocated to fund this SEP.

This SEP will be overseen by the San Francisco Bay Estuary Project. The Settling Respondent (or the Oversight Party on behalf of the Settling Respondent) shall provide the final report and certification of completion by November 1, 2016. Detailed plans concerning how the Settling Respondent will implement this SEP, as well as an implementation schedule and performance measures, are provided in Attachment B.

d. **Representations and Agreements Regarding SEPS**

1. Implementing Party Performing the Southeastern Creekside Marsh Habitat Enhancement SEP

As a material consideration for the Regional Water Board's acceptance of this Stipulated Order, the Settling Respondent represents that the Friends of Corte Madera Creek, as the Implementing Party, shall utilize the funds provided to it by the Settling Respondent to implement the SEP in accordance with the Project Milestones and Budget set forth in the Attachment A. The Settling Respondent understands that its promise to implement the SEP, in its entirety and in accordance with the schedule for implementation (including payments outlined in paragraphs 12 and 13 of Attachment A), is a material condition of this settlement of liability between the Settling Respondent and the Regional Water Board.

2. Settling Respondent Performing Private Lateral Replacement Grant Program SEP

a. Representation of the Settling Respondent

As a material consideration for the Regional Water Board's acceptance of this Stipulated Order, the Settling Respondent represents that it will utilize the funds outlined in Paragraph 8.c.2. to implement the SEP in accordance with the Project Milestones and Budget as described in Attachment B. The Settling Respondent understands that its promise to implement the SEP, in its entirety (subject to section I-3 of Attachment B, and pursuant to Paragraphs 8.i. and 8.j., below) and in accordance with the schedule for implementation, is a material condition of this settlement of liability between the Settling Respondent and the Regional Water Board.

3. Agreement of Settling Respondent to have the Southeastern Creekside Marsh Habitat Enhancement SEP Implemented, and to Implement the Private Lateral Replacement Grant Program SEP

The Settling Respondent represents that: 1) it will spend the SEP amounts as described in this Stipulated Order; 2) it will provide certified, written reports to the Regional Water Board consistent with the terms of this Stipulated Order detailing the implementation of the SEPs, and 3) within 30 days of the completion of the SEPs, it will provide written certification, under penalty of perjury, that the Settling Respondent followed all applicable environmental laws and regulations in the implementation of the SEP

including but not limited to the California Environmental Quality Act, the federal Clean Water Act and the Porter-Cologne Act. The Settling Respondent agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.

e. **Publicity Associated with SEPs**

Whenever the Settling Respondent or its agents or subcontractors or the Implementing Party publicizes one or more elements of one of the SEPs, they shall state in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the Regional Water Board against the Settling Respondent.

f. **Submittal of Progress Reports**

Settling Respondent and/or the Implementing Party shall provide quarterly reports of progress as described in Attachments A and B. Settling Respondent and/or the Implementing Party shall permit inspection of the SEPs by the Regional Water Board staff at any time without notice.

g. **Audits and Certification of Environmental Project**

1. Certification of Expenditures

a. Southeastern Creekside Marsh Habitat Enhancement SEP: On or before October 15, 2016, the Settling Respondent (or the Implementing Party or Oversight Party on behalf of the Settling Respondent) shall submit a certified statement by a responsible district officer representing the Settling Respondent and a responsible official representing the Implementing Party documenting the expenditures by Settling Respondent and the Implementing Party during the completion period for the SEP.

b. Private Lateral Replacement Grant Program SEP: On or before November 1, 2016, the Settling Respondent shall submit a certified statement by a responsible district officer representing the Settling Respondent documenting the expenditures by Settling Respondent during the completion period for the SEP.

c. For both SEP certifications, the expenditures may be external payments to outside vendors or contractors implementing the SEP. In making such certification, the officials may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. Settling Respondent shall provide any additional information requested by the Regional Water Board staff which is reasonably necessary to verify Settling Respondent's SEP expenditures.

2. Certification of Performance of Work

   a. Southeastern Creekside Marsh Habitat Enhancement SEP: On or before October 15, 2016, the Settling Respondent shall submit a report, under penalty of perjury, stating that the SEP has been completed in accordance with the terms of this Stipulated Order including Attachment A.

   b. Private Lateral Replacement Grant Program: On or before November 1, 2016, the Settling Respondent (shall submit a report, under penalty of perjury, stating that the SEP has been completed in accordance with the terms of this Stipulated Order including Attachment B.

   c. For both Performance of Work Certifications, documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the SEP and the costs incurred by the Settling Respondent.

3. Certification that Work Performed on SEP Met or Exceeded Requirements of the California Environmental Quality Act (CEQA) and Other Environmental Laws

   a. Southeastern Creekside Marsh Habitat Enhancement SEP: On or before October 1, 2013, the Settling Respondent shall submit documentation, under penalty of perjury, stating that the SEP meets or exceeds the requirements of CEQA, if applicable, and/or other applicable environmental laws.

   b. Private Lateral Replacement Grant Program SEP: Within two months of this Stipulation and Order becoming effective, the Settling Respondent shall submit documentation, under penalty of perjury, stating that the SEP meets or exceeds the requirements of CEQA, if applicable, and/or other applicable environmental laws.

   c. For both SEPs, the Settling Respondent (or the Implementing Party on behalf of the Settling Respondent) shall, before the SEP implementation date, consult with other interested State Agencies regarding potential impacts of the SEP. Other interested State Agencies include, but are not limited to, the California Department of Fish and Game. To ensure compliance with CEQA where necessary, the Settling Respondent and/or the Implementing Party shall provide the Regional Water Board with the following documents from the lead agency:

      i. Categorical or statutory exemptions;
      ii. Negative Declaration if there are no "significant" impacts;

iii. Mitigated Negative Declaration if there are potential "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potential significant impacts;
iv. Environmental Impact Report (EIR) if there are "significant" impacts.

4. Third Party Audit

If the Regional Water Board staff obtains information that causes staff to reasonably believe that the Settling Respondent or Implementing Party has not expended money in the amounts claimed by the Settling Respondent or Implementing Party, or has not adequately completed any of the work in the SEPs, the Regional Water Board staff may require, and the Settling Respondent shall submit, at its sole cost, a report prepared by an independent third party acceptable to the Regional Water Board staff providing such party's professional opinion that the Settling Respondent and/or the Implementing Party has expended money in the amounts claimed by the Settling Respondent. In the event of such an audit, the Settling Respondent and the Implementing Party agree that they will provide the third-party auditor with access to all documents which the auditor requests. Such information shall be provided to the Regional Water Board Staff within three months of the completion of the Settling Respondent's SEP obligations.

h. **Regional Water Board Acceptance of Completed SEP**

Upon the Settling Respondent's satisfaction of its obligations under this Stipulated Order, the completion of the SEPs and any audits, Regional Water Board staff shall request that the Regional Water Board issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any further obligations of the Settling Respondent and/or the Implementing Party under this Stipulated Order.

i. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEPs**

In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that it and/or the Implementing Party has spent the entire SEP Amount for the completed SEPs, the Settling Respondent shall pay the difference between the Suspended Administrative Civil Liability and the amount Settling Respondent can demonstrate was actually spent on the SEPs, as an administrative civil liability.

j. **Failure to Complete the SEP**

If either SEP is not fully implemented within the SEP Completion Period required by this Stipulated Order or there has been a material failure to satisfy a Milestone Requirement, the Regional Water Board enforcement staff shall issue a Notice of Violation. As a consequence, the Settling Respondent shall be liable to pay the entire Suspended Liability or, some portion thereof less the value of the completion of any Milestone

Requirements. Unless otherwise ordered, Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP(s) prior to the date of the "Notice of Violation" by the Regional Water Board. The amount of the suspended liability owed shall be determined by the Executive Officer or the Executive Officer's delegate. Upon notification of the amount assessed for failure to fully impellent the SEP(s), the amount assessed shall be paid to the State Water Pollution Cleanup and Abatement Account within thirty days. In addition, the Settling Respondent shall be liable for the Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Settling Respondent's obligations to implement the SEP(s).

9. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by Settling Respondent (or the Implementing Party where applicable) its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by Settling Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order. The Settling Respondent and the Implementing Party covenant not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEPs.

10. **Compliance with Applicable Laws:** The Settling Respondent understands that payment of administrative civil liability in accordance with the terms of this Order or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the provisions of this Stipulation and Order may subject the Settling Respondent to further enforcement, including additional administrative civil liability.

11. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

12. **Matters Addressed by Stipulation:** Upon adoption by the Regional Water Board as an Order, this Stipulation represents a final and binding resolution and settlement of the Alleged Violations based on the specific facts alleged in this Stipulation and Order ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadlines specified in Paragraph 4, and the Settling Respondent's full satisfaction of the obligations described in Paragraphs 7 and 8.

13. **Public Notice:** The Settling Respondent understands that this Stipulation and Order will 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 Stipulation and Order to the Regional Water Board, or its delegate, for adoption, the Assistant Executive Officer may unilaterally declare this Stipulation and Order void and decide not to present it to the Regional Water Board or its delegate. The Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulation and Order.

14. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

15. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Settling Respondent is represented by counsel in this matter.

16. **Modification:** This Stipulation and Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties and approved the Regional Water Board.

17. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board, or its delegate, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing in this matter; or

b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

18. **Waiver of Hearing:** The Settling Respondent has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Stipulation and Order.

19. **Waiver of Right to Petition:** The Settling Respondent hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

20. **Settling Respondent's Covenant Not to Sue:** The Settling Respondent 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 Covered Matter.

21. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulation and Order shall be communicated to the Settling Respondent 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 Settling Respondent of its obligation to obtain any final written approval required by this Stipulation and Order.

22. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

23. **Effective Date**: The obligations under Paragraphs 4 and 6 of this Stipulation are effective and binding on the Parties only upon the entry of an Order by the Regional Water Board which incorporates the terms of this Stipulation.

24. **Severability:** This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

25. **Counterpart Signatures:** This Stipulation 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.

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**IT IS SO STIPULATED.**

California Regional Water Quality Control Board Prosecution Team
San Francisco Bay Region

By: Dyan C. Whyte
Dyan C. Whyte, Assistant Executive Officer

Date: April 20, 2012

Sanitary District #1 of Marin

By: Marcia Johnson
Marcia Johnson, President of the Board of Directors

Date: _____

By: Peter Wm Sullivan MD
Dr. Peter Wm Sullivan, Secretary of the Board of Directors

Date: 19 Apr 2012

**Order of the Regional Water Board**

**1.** This Order incorporates the foregoing Stipulation, the SEP proposals in Attachments A and B, and the Staff Report in Attachment C.

**2.** In accepting the foregoing Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385(e). The Regional Water Board's consideration of these factors is based upon information obtained by the Regional Water Board' staff in investigating the allegations in the Stipulation or otherwise provided to the Regional Water Board. In addition to these factors, this settlement recovers the costs incurred by the staff of the Regional Water Board for this matter.

**3.** 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, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.

**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.

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| Bruce H. Wolfe<br>Executive Officer | Date |