

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

In the matter of: )  
)  
**SONOMA VALLEY COUNTY** ) **SETTLEMENT AGREEMENT AND**  
**SANITATION DISTRICT,** ) **STIPULATION FOR ENTRY OF**  
**SANITARY SEWER** ) **ADMINISTRATIVE CIVIL LIABILITY**  
**COLLECTION SYSTEM** ) **ORDER**  
)  
)  
) **PROPOSED ORDER**

**Section I: INTRODUCTION**

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulation) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board San Francisco Bay Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team), and the Sonoma Valley County Sanitation District (SVCSO or Discharger) (collectively Parties), and is presented to the Regional Water Board or its delegee for adoption as an Order by settlement, pursuant to Government Code section 11415.60. This Stipulation resolves the violation alleged herein by the imposition of administrative civil liability against SVCSO in the amount of **\$732,300**.

**Section II: RECITALS**

2. During all relevant periods, the Discharger owned and operated a municipal wastewater treatment plant and collection system that serves the City of Sonoma and nearby unincorporated areas in Sonoma County.
3. During the relevant time period, the Discharger was subject to the State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ, Statewide General Waste Discharger Requirements for Sanitary Sewer Systems (Sanitary Sewer Order) and Regional Water Board Orders R2-2008-0090 (2008 NPDES Permit) and R2-2014-0020 (2014 NPDES Permit).
4. Based on Discharger reports, from August 1, 2010, and January 31, 2015, there were a total of 52 sanitary sewer overflows (SSOs) from to the sanitary sewer system owned and operated by the Discharger. Of these, 46 SSOs discharged to waters of the United States. In addition, the Discharger reported a total residual chlorine exceedance on November 13, 2014.
5. Section 301 of the Federal Water Pollution Control Act (“Clean Water Act”) (33 U.S.C. § 1311) prohibits the discharge of pollutants to waters of the United States except in compliance with a National Pollutant Discharge Elimination System (“NPDES”)

permit. A person who violates Clean Water Act section 301 is liable civilly under Water Code section 13385, subdivision (a)(5).

6. Water Code section 13385, subdivision (c), authorizes the Regional Water Board to impose administrative civil liability for a violation of section 13385, subdivision (a), in an amount not to exceed the sum of both of the following (1) ten thousand dollars (\$10,000) for each day in which each violation occurs; and (2) where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.

7. Pursuant to Water Code section 13385, subdivision (e), in determining the amount of any civil liability imposed under section 13385, subdivision (c), the Regional Water Board is required to take into account the nature, circumstances, extent, and gravity of the violation, whether the discharges are susceptible to cleanup or abatement, the degree of toxicity of the discharges, and, with respect to the violator, the ability to pay, the effect on its ability to continue its business, any voluntary cleanup efforts undertaken, any prior history of violation, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters that justice may require.

8. The Prosecution Team alleges that the Discharger violated Clean Water Act section 301 by violating the 2008 and 2014 NPDES Permits with 46 SSOs totaling approximately 425,000 gallons of untreated sewage into waters of the United States from August 1, 2010, to January 31, 2015. These discharges resulted from insufficient capacity and blockages of the Discharger's sanitary sewer collection system. These violations are set forth in Exhibit A. Additionally, the Prosecution Team alleges that the Discharger threatens to violate the Sanitary Sewer Order and 2014 NPDES Permit until it completes necessary capital improvements to its sanitary sewer collection system.

9. The Prosecution Team further alleges that the Discharger violated Clean Water Act section 301 and the 2014 NPDES Permit with a discharge on November 13, 2014, of treated effluent from its treatment plant in excess of the effluent discharge limit for total residual chlorine. Water Code section 13385(h) requires the Regional Water Board to assess a mandatory minimum penalty of three thousand dollars (\$3,000) for each serious violation. This violation is set forth in Exhibit B.

10. As shown in Exhibits A and B, the violations trigger penalties under Water Code section 13385, subdivisions (c) and (h), totaling **\$732,300**.

11. In November 2014, the Parties entered into settlement negotiations to resolve the alleged violations set forth herein. The Parties have agreed to fully settle the alleged violations without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60.

12. The liability imposed by this Order for the violations is consistent with California Water Code section 13385 and a reasonable liability determination using the penalty methodology in the State Water Board's Water Quality Enforcement Policy (see Exhibits A and B).

13. The Prosecution Team believes that the resolution of the alleged violations set forth herein is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the violation, except as provided in this Stipulation, and that this Stipulation is in the best interest of the public.

14. To resolve by consent and without further administrative proceedings the alleged past violations set forth herein, the Parties have agreed to the imposition of administrative civil liability in the amount of **\$732,300** against the Discharger.

### **Section III: STIPULATIONS**

The Parties stipulate to the following:

15. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged herein and personal jurisdiction over the Parties to this Stipulation.

16. **Administrative Civil Liability:** The Discharger shall pay a total of **\$732,300** in Stipulated Administrative Civil Liability. Of the Stipulated Administrative Civil Liability, \$365,000 shall be suspended pending completion of the Supplemental Environmental Project described in paragraph 17 and Exhibits C and D. The remainder, \$367,300 shall be submitted by check made payable to the State Water Resources Control Board, no later than thirty (30) days following execution of this Order by the Regional Water Board or its delegee. The check shall reference the Order number for this Order listed on page one of this Stipulation. The original signed check shall be sent to the following address, and notification of payment shall be sent to the Office of Enforcement (email to [annakathryn.benedict@waterboards.ca.gov](mailto:annakathryn.benedict@waterboards.ca.gov)) and the Regional Water Board (email to [Michael.Chee@waterboards.ca.gov](mailto:Michael.Chee@waterboards.ca.gov)).

Division of Administrative Services  
Attn: Accounting, 18<sup>th</sup> Floor  
P.O. Box 100  
Sacramento, CA 95812

17. **Supplemental Environmental Project:** The Parties agree that \$365,000 of the Stipulated Administrative Civil Liability shall be suspended pending completion of the Supplemental Environmental Project (SEP) described in this paragraph and Exhibits C and D. The suspended portion shall be referred to as the SEP Amount.

a. **Description**

\_\_\_\_**Supplemental Environmental Enhancement Project.** The proposed projects consist of the following:

**i. Private Sewer Lateral Replacement Incentive Program**

This Program involves a total of \$50,000 in reimbursements for inspection, and repair and/or replacement of sewer laterals for single family residences as incentive to repair or replace a minimum of 29 defective laterals. This Program benefits water quality by lowering inflow and infiltration into the Discharger's collection system which can reduce the occurrence and volume of wet weather related sanitary sewer overflows. The Program will run until incentive funds are exhausted, but not later than June 30, 2019. Further details can be found in Exhibit C.

**ii. Ash Creek Erosion Control and Riparian Restoration Project**

This Project involves a total of \$315,000 for enhancement of Ash Creek by stabilizing creek banks through placement of boulders to create vortex weirs and step pools, and use of soil lifts and geotextile. Native plants will also be planted and maintained on currently denuded areas and fencing repaired as needed to exclude cattle. The Project will improve water quality by stabilizing the creek banks and reducing sediment to Ash Creek. Further details can be found in Exhibit D.

**b. Representations and Agreements**

The Discharger understands that its promise to implement the SEP outlined in this paragraph and Exhibits C and D is a material condition of this Stipulation. The Discharger represents: (1) that the Implementing Party shall utilize the funds provided to it to implement the SEP in accordance with the Project Milestones and Budget set forth in Exhibits C and D; (2) the Discharger (or the Implementing Party on behalf of the Discharger) shall provide written reports certified under penalty of perjury to the Regional Water Board consistent with the terms of this Stipulation detailing the implementation of the SEP, and (3) within 30 days of the completion of the SEP, the Discharger shall provide written certification, under penalty of perjury, that the Discharger and the Implementing Party followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the Clean Water Act, and the Porter-Cologne Act. The Discharger agrees that the Regional Water Board has the right to require an audit of the funds expended by it to implement the SEP.

**c. Publicity**

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

**d. Progress Reports**

The Discharger and/or the Implementing Party shall provide quarterly progress reports as described in Exhibits C and D. The Discharger and/or the Implementing Party shall permit inspection of the SEP by Regional Water Board staff at any time without notice.

**e. Certifications and Audits**

**i. Certification of Expenditures**

On or before December 31, 2019, the Discharger (or the Implementing Party on behalf of the Discharger) shall submit a certified statement by a responsible district officer representing the Discharger and a responsible official representing the Implementing Party documenting the expenditures by the Discharger and the Implementing Party during the completion period for 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. The Discharger shall provide any additional information requested by Regional Water Board staff that is reasonably necessary to verify SEP expenditures.

**ii. Certification of Performance of Work**

On or before December 31, 2019, the Discharger shall submit a report, under penalty of perjury, stating that the SEP has been completed in accordance with the terms of this Stipulation including Exhibits C and D. 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 Discharger.

**iii. Certification that Work Performed Meets or Exceeds Requirements of CEQA and Other Environmental Laws**

Before implementation of the SEP, but in no case later than December 1, 2015, the Discharger shall submit documentation, under penalty of perjury, stating that the SEP meets or exceeds the requirements of the California Environmental Quality Act (CEQA), if applicable, and/or other applicable environmental laws. The Discharger (or the Implementing Party on behalf of the Discharger) 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 Wildlife.

**iv. Third Party Audit**

If Regional Water Board staff obtains information that causes staff to reasonably believe that the Discharger or Implementing Party has not expended money in the amounts claimed by SVCSD or Implementing Party, or has not adequately completed any of the work in the SEP, Regional Water Board staff may require, and the Discharger shall submit, at its sole cost, a report prepared by an independent third party acceptable to Regional Water Board staff providing such party's professional opinion that the Discharger and/or the Implementing Party has expended money in the amounts claimed by the Discharger. In the event of such an audit, the Discharger 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 Regional Water Board Staff within three months of the completion of the Discharger's SEP obligations.

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

Upon the Discharger's satisfaction of its obligations under this Stipulation, the completion of the SEP 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 Discharger and/or the Implementing Party under this Stipulation.

**g. Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEP**

In the event that the Discharger is not able to demonstrate to the reasonable satisfaction of Regional Water Board staff that it and/or the Implementing Party has spent the entire SEP Amount for 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, as an administrative civil liability.

**h. Failure to Complete the SEP**

If the SEP is not fully implemented within the SEP Completion Period required by this Stipulation or there has been a material failure to satisfy a milestone requirement set forth in Exhibits C and D, Regional Water Board enforcement staff shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Administrative Civil Liability or some portion thereof less the value of the completion of any milestone requirements. Unless otherwise ordered, 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 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, the amount assessed shall be paid to the Cleanup and Abatement Account within thirty days. In addition, the Discharger shall be liable for the Regional 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 Discharger's obligations to implement the SEP.

18. **Compliance with Applicable Laws:** the Discharger understands that payment of administrative civil liability in accordance with the terms of this Order and/or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.

19. **Party Contacts for Communications related to this Stipulation and Order:**

**For the Regional Water Board:**

Michael Chee  
San Francisco Bay Regional Water  
Quality Control Board  
1515 Clay Street, 14th Floor  
Oakland, CA 94612  
[michael.chee@waterboards.ca.gov](mailto:michael.chee@waterboards.ca.gov)  
(510) 622-2300

**For the Discharger:**

Wendy Gjestland  
Sonoma Valley County Sanitation  
District  
404 Aviation Blvd.  
Santa Rosa, CA 95403  
[wendy.gjestland@scwa.ca.gov](mailto:wendy.gjestland@scwa.ca.gov)  
(707) 521-1866

20. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

21. **Matters Covered by this Stipulation:** Upon adoption of the Order incorporating the terms set forth herein, this Stipulation, represents a final and binding resolution and settlement of all claims, violations, or causes of action alleged herein or which could have been asserted against the Discharger as of the date of this Stipulation based on the specific facts alleged herein. The provisions of this Paragraph are expressly conditioned on the Discharger's full payment of administrative civil liability by the deadline specified above.

22. **Public Notice:** The Parties understand that this Stipulation and Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegee. In the event objections are raised during the public review and comment period, the Regional Water Board or its delegee may, under certain circumstances, require a public hearing regarding the Stipulation and Order. In that event, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the proposed Order as necessary or advisable under the circumstances. If significant new information is received during the public review and comment period that reasonably affects the propriety of presenting this Stipulation and Order to the Regional Water Board or its delegee 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 delegee.

23. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board, or its delegee, 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.

24. **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 Parties are represented by counsel in this matter.

25. **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 by the Regional Water Board or its delegee.

26. **If the Order Does Not Take Effect:** In the event that the 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 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 violation, 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 on the violation alleged herein 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.

27. **No Admission of Liability:** In settling this matter, the Discharger does not admit to any of the allegations stated herein, or that it has been or is in violation of the Water Code, or any other federal, state or local law or ordinance, with the understanding that in the event of any future enforcement actions by the Regional Water Board, the State Water Board or any other Regional Water Quality Control Board, this Stipulation and Order may be used as evidence of a prior enforcement action consistent with Water Code section 13327 or section 13385, subdivision (e).

28. **Waiver of Hearing:** The Discharger 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 Order.



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

30. **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.

31. **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.

32. **No Third Party Beneficiaries:** This Stipulation 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 Stipulation for any cause whatsoever.


33. **Counterpart Signatures; Facsimile and Electronic Signature:** 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. Further, this Stipulation 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.

34. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.

**IT IS SO STIPULATED.**

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

Date: March 13, 2015

By:   
Dyan C. Whyte,  
Assistant Executive Officer

Approved as to form:

By: \_\_\_\_\_  
Anna Kathryn Benedict, Senior Staff Counsel  
State Water Resources Control Board  
Office of Enforcement

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34. **Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.

**IT IS SO STIPULATED.**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Dyan C. Whyte,  
Assistant Executive Officer


Approved as to form:

By: Anna Kathryn Benedict

Anna Kathryn Benedict, Senior Staff Counsel  
State Water Resources Control Board  
Office of Enforcement

**SONOMA VALLEY COUNTY SANITATION DISTRICT**

Date: 3/13/15

By:   
Grant Davis,  
General Manager

**Section IV: ORDER OF THE REGIONAL WATER BOARD**

35. The Regional Water Board incorporates the Stipulation described above by this reference as if set forth fully herein.
36. In accepting this Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e), and has applied the Penalty Calculation Methodology set forth in the State Water Resource Control Board's Enforcement Policy as shown in Exhibit A, which is hereby incorporated herein by this reference. The Regional Water Board's consideration of these factors and application of the Penalty Calculation Methodology is based upon information obtained by the Prosecution Team in investigating the allegations set forth in the Stipulation, or otherwise provided to the Regional Water Board.
37. 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, § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
38. The Stipulation and Order are severable; should any provision be found invalid the remainder shall be in full force and effect.
39. 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 the Order.
40. Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for the matters alleged in the Stipulation in accordance with the terms of the Order.

**IT IS HEREBY ORDERED**, pursuant to Water Code section 13323 and Government Code section 11415.60 on behalf of the California San Francisco Bay Regional Water Quality Control Board that the Discharger shall pay **\$732,300** in administrative civil liabilities.

\_\_\_\_\_  
Bruce H. Wolfe  
Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region

\_\_\_\_\_  
Date

**EXHIBIT A**

**Factors in Determining  
Administrative Civil Liability**

**SONOMA VALLEY COUNTY SANITATION DISTRICT  
SANITARY SEWER OVERFLOWS  
AUGUST 1, 2010, TO AUGUST 1, 2014  
SANITARY SEWER COLLECTION SYSTEM, SONOMA COUNTY**

The State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy) establishes a methodology for assessing administrative civil liability. Use of the methodology addresses the factors required by Water Code sections 13327 and 13385 subdivisions (c) and (e).

Each factor in the Enforcement Policy and its corresponding value for the SSO violations is presented below. The Enforcement Policy should be used as a companion document in conjunction with this exhibit since the penalty methodology and definition of terms are not replicated herein. A copy of the Enforcement Policy can be found at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/docs/enf\\_policy\\_final111709.pdf](http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf)

**Violations**

The violations consist of 46 sanitary sewer overflows (SSOs) that discharged to surface water occurring on various days between August 1, 2010, and January 30, 2015; some of the SSOs occurred over multiple days. The SSOs totaled about 425,000 gallons of untreated sewage in violation of discharge prohibitions. The details of the 46 SSOs are in Table 1, below. For determination of factors, the 46 SSO violations are categorized as follows:

- 39 capacity-related SSOs. These are where the reported SSO cause was either flow exceeded capacity, a severe storm or heavy rains caused flooding and inflow and infiltration (I&I) overwhelming the system, or rainfall exceeded design.
- 7 blockage-related SSOs. These are where the reported SSO cause was either root intrusion, pipe structural failure, debris, or grease deposition.

PENALTY FACTOR	VALUE	DISCUSSION
Harm or Potential Harm to Beneficial Uses for Discharge Violations	1	<b>Harm or Potential for Harm:</b> minor For the 39 capacity-related SSOs, though there were impacts to the recreational beneficial uses of the respective creeks involved, the potential harm factor is minor because the discharges were diluted with high wet weather flows in the creek; and the actual recreational uses are typically less during wet weather.
	2	<b>Harm or Potential for Harm:</b> below moderate For the seven blockage-related SSOs, the potential harm factor is below moderate because the discharges occurred during dry weather when creek flows were lower and the waste was full strength. Since health warning signs were posted along the affected water areas as a result of the SSOs, the recreational beneficial uses were impacted because public use was limited.

PENALTY FACTOR	VALUE	DISCUSSION
Physical, Chemical, Biological, or Thermal Characteristics (Degree of Toxicity)	3	<b>Degree of Toxicity:</b> above moderate The capacity-related SSOs pose an above moderate risk or threat to potential receptors because, though diluted by I&I, the SSOs are not treated and would contain bacteria at levels exceeding human health standards and potentially toxic to aquatic organisms.
	3	<b>Degree of Toxicity:</b> above moderate The blockage-related SSOs pose an above moderate risk or threat to potential receptors because these SSOs consist of untreated sewage.
Susceptibility to Cleanup or Abatement	1	<b>Susceptibility to Cleanup:</b> no For capacity-related SSOs, less than 50% of these SSOs was amenable to cleanup or containment because the collection system, storm drains, and creeks were also flowing full at the time.
	0	<b>Susceptibility to Cleanup:</b> yes For blockage-related SSOs, greater than 50% of each was susceptible to cleanup as the Discharger response time was adequate (average of about 1 hour). However, we note that the actual average SSO recovery was about 27 percent.
Final Potential for Harm Score	5	This is the value for capacity-related SSOs.
	5	This is the value for blockage-related SSOs
Per Gallon and Per Day Factor for Discharge Violations	0.15	<b>Deviation from Requirement:</b> major This factor is from Table 1 and 2 of the Enforcement Policy and is based on a deviation from requirements of major. On the days of discharge, the SSOs rendered the Prohibition ineffective in its essential functions because the Prohibition would have been effective only if no SSO had occurred.
Adjustment for High Volume Discharges	\$10/day No adjustment	The Enforcement Policy allows for a maximum per gallon liability of \$2, rather than \$10, for high volume discharges such as can occur for sewage spills. However, the largest of the 46 SSOs was 65,055 gallons. This is not considered a “high volume discharge.” Therefore, a maximum per gallon liability of \$10 is appropriate.
<b>Initial Liability</b>	<b>\$669,900</b>	The initial liability is determined by adding each liability for all 46 SSOs: Each SSO liability = Per gallon factor, multiplied by (SSO gallons discharged to surface water minus 1,000 gallons) plus Per day factor, multiplied by the maximum per day amount of liability allowed (\$10,000), multiplied by the number of days of SSO duration.
<b>Adjustments for Discharger Conduct</b>		
Culpability	1.0	For the 39 capacity-related SSOs, the Discharger’s culpability is neutral. A higher culpability would be appropriate because the Discharger had deferred necessary upgrades it had earlier identified in its collection system to eliminate the capacity-related SSOs. However, the deferrals were made in order to construct water recycling projects and a treatment plant upgrade for biosolids handling to maintain high quality effluent for recycling. The recycle water projects included a storage reservoir and the Napa Sonoma Salt March reclaimed water pipeline. The recycled water projects offset both potable and groundwater use in the Napa/Sonoma Valley region during the current drought.

<b>PENALTY FACTOR</b>	<b>VALUE</b>	<b>DISCUSSION</b>
	1.0	For the seven blockage-related SSOs, the Discharger is culpable because it is responsible for the maintenance and operation of its collection system pipelines. However, the SSOs were not caused by intentional or negligent behavior.
Cleanup and Cooperation	1.0  0.95	For the 39 capacity-related SSOs, this factor is neutral. The Discharger was reasonably cooperative during investigations.  For the seven blockage-related SSOs, the Discharger recovered 27 percent (1,029 gallons) of the total discharged volume (3,755 gallons). The recovered sewage demonstrates the Discharger’s effort to mitigate the volume discharged to surface water.
History of Violations	1.1	The Discharger has a history of SSO violations. For SSOs occurring between January 31, 2007, and January 31, 2010, the Regional Water Board issued an administrative civil liability complaint on July 15, 2010, (2010 ACLC) and entered a Settlement Agreement on March 25, 2011 (Order R2-2011-0021) for \$383,000. The causes of the SSOs cited in the 2010 ACLC are similar to the causes of SSOs cited in this ACLC.
<b>Total Base Liability</b>	<b>\$736,312</b>	Each applicable factor, relating to the Discharger’s conduct, is multiplied by the initial liability amount for each SSO violation to determine the <b>Total Base Liability Amount</b> .
Ability to Pay and Continue in Business	No adjustment	The Discharger has an annual operating budget of \$14 million for fiscal year 2014-2015. The proposed liability will not affect the Discharger’s ability to continue its operation and maintenance of its collection system and treatment plant.
Economic Benefit	\$540,000	The capacity-related SSOs may have been avoided had the Discharger invested \$6.15 (M) in 2010 to construct the identified upgrades. According to the Discharger’s plans, these upgrades would have eliminated those capacity-related SSOs and would have been completed in 2013. During this time, the Discharger moved ahead on construction of water reclamation projects so that those projects would qualify for available \$4.5 million in federal grants. The State Water Board Recycle Water Policy (adopted on February 3, 2009, Resolution No. 2009-0011) had mandated an increase in recycle water use as a means towards achieving sustainable local water supplies and reducing greenhouse gases which are a significant driver of climate change. Therefore, partial credit for these projects was factored into the economic benefit. Based on the above, the calculated economic benefit using U.S. EPA’s Ben model is \$540,000.
<b>Other Factors as Justice May Require</b>		
CWEA certification	Decrease \$7,000	The Discharger is credited for having 7 of its 8 collection system staff with CWEA certification. CWEA certification is not a State requirement, and is an indication of commitment by a discharger to proper collection system operation. The basic standard of CWEA certification is that all certificate holders have, and continue to perform at a level of basic competence that enables them to perform the essential duties of their job safely, effectively, without close supervision and without further training.
Maximum Liability	\$4.47 million	Water Code section 13385 allows up to \$10,000 for each day in which the violation occurs; and \$10 for each gallon exceeding 1,000 gallons that is discharged and not cleaned up. The maximum liability is based on 46 SSOs totaling 424,624 gallons discharge to surface water involving 58 days of violation.
<b>Final Liability</b>	<b>\$732,300</b>	The final liability amount is the total base liability after adjusting for ability to pay, economic benefit, other factors, and maximum and minimum liabilities, and rounded to nearest hundred.

Table 1 – Sonoma Valley County Sanitation District reported SSOs in CIWQS from August 1, 2010, through January 31, 2015

Start Date	End Date	Spill Location	Gallons Discharged	Gallons Recovered	Gallons Reached Surface Water	Final Spill Destination	Impacted Surface Water	Cause <sup>1</sup>	Maximum Penalty (if CWC \$13385)	Same SSO Location cited in 2011 ACLO <sup>3</sup>
12/15/2014	12/15/2014	Meadowbrook Trailer Park	200	0	200	Surface Water	Agua Caliente Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$10,000	Yes
12/11/2014	12/12/2014	4 <sup>th</sup> Street W./ Andrieux St.	3570	0	3570	Surface Water	Fryer Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$45,700	No
12/11/2014	12/12/2014	4 <sup>th</sup> Street W./ Bettencourt St.	3375	0	3375	Surface Water	Fryer Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$43,750	No
12/11/2014	12/11/2014	18055 River Rd.	2750	0	2750	Surface Water	Sonoma Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$27,500	No
12/11/2014	12/12/2014	4 <sup>th</sup> Street E./ E Spain St.	12825	0	12825	Surface Water	Nathanson Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$138,250	Yes
12/11/2014	12/11/2014	Vailletti/ Casabella	22375	0	22375	Surface Water	Sonoma Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$223,750	No
12/11/2014	12/12/2014	Rancho Mobile Homes	65055	0	65055	Surface Water	Sonoma Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$660,550	Yes
12/11/2014	12/12/2014	18715 Sonoma Hwy.	35910	0	35910	Surface Water	Agua Caliente Creek	Rainfall Exceeded Design, I and I (Separate CS only)	\$369,100	Yes
12/3/2014	12/3/2014	18880 Hwy 12	600	0	600	Surface Water	Agua Caliente Creek to Sonoma Creek	Flow Exceeded Capacity	\$10,000	Yes
4/29/2014	4/29/2014	472 5th Street West	1500	500	1000	Separate Storm Drain	Fryer Creek	Grease Deposition (FOG)	\$10,000	No
2/9/2014	2/9/2014	Casabelle & Vailletti, Boyes Hot Springs, CA	1650	0	1650	Surface Water	Sonoma Creek	Flow Exceeded Capacity	\$16,500	No
2/9/2014	2/9/2014	Rancho Vista Mobile Home Park	7420	0	7420	Surface Water	Pequeno Creek to Sonoma Creek	Flow Exceeded Capacity	\$74,200	Yes
2/8/2014	2/9/2014	Rancho Vista Mobile Home Park	39400	0	39400	Surface Water	Pequeno Creek to Sonoma Creek	Flow Exceeded Capacity	\$404,000	Yes
2/8/2014	2/8/2014	E. Spain St. & 4th St. East	3000	0	3000	Surface Water	Nathanson Creek	Flow Exceeded Capacity	\$30,000	Yes
2/8/2014	2/9/2014	Cedar and Vailletti, Boyes Hot Springs, CA	13200	0	13200	Surface Water	Sonoma Creek	Flow Exceeded Capacity	\$142,000	No
2/8/2014	2/9/2014	Casabella & Vailletti Agua Caliente, CA	4400	0	4400	Surface Water	Sonoma Creek	Flow Exceeded Capacity	\$54,000	No
2/8/2014	2/10/2014	18715 Sonoma Highway, Sonoma, CA	56250	0	56250	Surface Water	Agua Caliente Creek	Flow Exceeded Capacity	\$582,500	No
8/28/2013	8/28/2013	Moll Ct.	550	25	525	Separate storm drain; Street/curb and gutter; Surface water	Nathanson Creek	Pipe structural problem/failure	\$10,000	No
1/6/2013	1/6/2013	781 Martin St	200	0	200	Street/curb and gutter; Surface water	Sonoma Creek	Root intrusion	\$10,000	No
12/23/2012	12/23/2012	17324 Sonoma Hwy	18000	0	18000	Surface water	Sonoma Creek	Other – Severe storm causing flooding and I&I	\$180,000	Yes
12/23/2012	12/23/2012	18715 Sonoma Hwy	9000	0	9000	Surface water		Other - Severe storm causing flooding and I&I	\$90,000	No
12/23/2012	12/23/2012	712 Oman Springs	88	0	88	Surface water	Sonoma Creek	Other – Severe storm causing flooding and I&I	\$10,000	No
12/23/2012	12/23/2012	1520 Burbank Dr.	8550	0	8550	Surface water	Sonoma creek	Other – Severe storm causing flooding and I&I	\$85,500	No
12/23/2012	12/23/2012	18881 Sonoma Hwy Meadowbrook	2275	0	2275	Surface water	Agua Caliente creek	Other – Severe storm causing flooding and I&I	\$22,750	No
12/23/2012	12/23/2012	17450 Vailletti Dr.	1650	0	1650	Surface water	Sonoma Creek	Other – Severe storm causing flooding and I&I	\$16,500	Yes



SVCSD – Exhibit A

Start Date	End Date	Spill Location	Gallons Discharged	Gallons Recovered	Gallons Reached Surface Water	Final Spill Destination	Impacted Surface Water	Cause <sup>1</sup>	Maximum Penalty (if CWC §13385)	Same SSO Location cited in 2011 ACLO <sup>3</sup>
12/13/2012	12/13/2012	18764 Gillman Dr.	80	0	80	Separate storm drain; Street/curb and gutter; Surface water	Verano Creek	Other – Contractor hit main when new light pole was installed, Pipe full of gravel, also signs of grease, rags	\$10,000	No
12/2/2012	12/2/2012	17324 Sonoma Hwy	12750	0	12750	Separate storm drain; Surface water	Sonoma Creek	Other – Due to flooding and I&I, system overwhelmed, exceeded flow capacity	\$127,500	Yes
12/2/2012	12/2/2012	17397 Vailletti	630	0	650	Separate storm drain; Surface water	Sonoma creek	Other – Due to flooding and I&I, system overwhelmed, exceeded flow capacity	\$10,000	No
11/30/2012	11/30/2012	Sonoma Hwy 17324	45075	0	45075	Separate storm drain; Surface water	Sonoma Creek	Other – Due to flooding and I&I, system overwhelmed, exceeded flow capacity	\$450,750	Yes
11/30/2012	11/30/2012	17397 Vailletti	9262	0	9262	Separate storm drain; Surface water	Sonoma Creek	Other – Due to flooding and I&I, system overwhelmed, exceeded flow capacity	\$92,620	No
6/11/2012	6/11/2012	300 Bettencourt Street	5	4	1	Separate storm drain	Fryer Creek	Debris-Rags	\$10,000	No
1/20/2012	1/20/2012	Meadowbrook-18881 Sonoma Hwy, Sonoma	30	0	30	Surface water	Agua Caliente creek	Flow exceeded capacity	\$10,000	No
12/10/2011	12/10/2011	692 Cherry Ave	1200	500	600	Other (specify below)	Winkle creek	Grease deposition (FOG)	\$10,000	No
10/28/2011	10/28/2011	18878 Railroad Ave	220	0	220	Separate storm drain; Street/curb and gutter	Verano Creek	Grease deposition (FOG)	\$10,000	No
3/26/2011	3/26/2011	37 Meadowbrook	525	0	525	Street/curb and gutter; Surface water; Unpaved surface	Agua Caliente Creek	Other – Heavy rains causing flooding and I&I, overwhelming system	\$10,000	No
3/26/2011	3/26/2011	712 OMAN SPRINGS Ct	1800	0	1800	Street/curb and gutter; Surface water	Sonoma Creek	Rainfall exceeded design	\$18,000	No
3/24/2011	3/24/2011	712 Oman Springs Ct	805	0	805	Separate storm drain; Street/curb and gutter; Surface water	Sonoma Creek	Other – Heavy rains causing flooding and I&I, overwhelming system	\$10,000	No
3/20/2011	3/20/2011	21774 Splude Rd	2250	0	2250	Surface water; Unpaved surface	Nathanson Creek	Rainfall exceeded design	\$22,500	No
3/20/2011	3/20/2011	712 Oman Spring Ct	4575	0	4575	Separate storm drain; Street/curb and gutter; Surface water	Sonoma Creek	Flow exceeded capacity	\$45,750	No
12/29/2010	12/29/2010	21694 Splude Rd Easement	1000	0	1000	Surface water; Unpaved surface	Nathanson Creek (potentially)	Rainfall exceeded design	\$10,000	No
12/29/2010	12/29/2010	598 Bokman	500	0	500	Separate storm drain; Street/curb and gutter; Surface water	Sonoma Creek	Rainfall exceeded design	\$10,000	Yes
12/29/2010	12/29/2010	17324 Sonoma Hwy	17875	0	17875	Separate storm drain; Street/curb and gutter; Surface water	Sonoma Creek	Rainfall exceeded design	\$178,750	Yes
12/29/2010	12/29/2010	18715 Sonoma Hwy	2248	0	2248	Street/curb and gutter; Surface water	Agua Caliente Creek	Rainfall exceeded design	\$22,480	No
12/28/2010	12/29/2010	100 Vailletti Dr.	5560	0	5560	Separate storm drain; Street/curb and gutter; Surface water	Sonoma Creek	Rainfall exceeded design	\$65,600	Yes
12/28/2010	12/29/2010	4th St East/ East Spain St.	3150	0	3150	Separate storm drain; Street/curb and gutter; Surface water	Nathanson Creek	Rainfall exceeded design	\$41,500	Yes
12/20/2010	12/20/2010	Meadowbrook Trailer Park	2400	0	2400	Surface water	Agua Caliente Creek	Other – Surcharged pipe caused backup into private lateral	\$24,000	No

**Legend to Table**

1 The 39 capacity-related SSOs are those SSOs with a cause attributable to the following: Flow exceeded capacity; Other – Severe storm causing flooding and I&I; Other – Due to flooding and I&I, system overwhelmed; Other – Heavy rains causing flooding, overwhelming system; Rainfall exceeded design. Also, the six blockage-related SSOs are shaded in gray.

2 Administrative Civil Liability Order R2-2011-0021

**EXHIBIT B**

**MANDATORY MINIMUM PENALTY  
FOR  
SONOMA VALLEY COUNTY SANITATION DISTRICT  
WASTEWATER TREATMENT PLANT**

Located at 22675 East 8<sup>th</sup> St., Sonoma, Sonoma County 95476  
NPDES PERMIT No. CA0037800 (Order R2-2014-0020)

The following table lists this facility's alleged permit exceedance subject to a mandatory minimum penalty pursuant to California Water Code section 13385(h).

No.	CIWQS Violation ID No.	Date of Occurrence	Effluent Limitation Description (Unit)	Effluent Limit	Reported Value	Percent a Group II Pollutant is over Effluent Limitation	Type of Exceedance	CWC Section 13385(h) Required MMP
1	983779	11/13/2014	Chlorine, Total Residual Instantaneous Maximum (mg/L)	0.0	1.8	> 20%	S	\$3,000
<b>Total</b>								<b>\$3,000</b>

**Legend for Table:**

CIWQS = California Integrated Water Quality System database used by the Water Boards to manage violation and enforcement activities.

Violation ID = Identification number assigned to a permit exceedance in CIWQS.

CWC = California Water Code

S = Serious, which means that a penalty under CWC section 13385(h) applies when an effluent limitation is exceeded 20 percent or more for a Group II pollutant.

Regulatory Measure ID: 396238

Place ID: 257754

WDID: 2 494009001

## **Basic Information**

### **1. Project Name:**

Project Name: Private Sewer Lateral Replacement Incentive Program (Program)

### **2. Project Amount:**

Project Amount: \$50,000

### **3. Project Developed By:**

Project Developed By: Sonoma Valley County Sanitation District (District)

### **4. Project to be Performed By:**

Project to be Performed By: Sonoma Valley County Sanitation District (District) or Contractor.

### **5. Contact:**

Wendy Gjestland, (707) 521-1866, Wendy.Gjestland@scwa.ca.gov

## **6. Project Description**

This Program will involve offering reimbursement for repair and/or replacement of sewer laterals for single family residences as incentive for repair or replacement of defective laterals.

The District proposes to start implementation of the Program by July 1, 2016. The District will reimburse residents for inspection of their sewer laterals for defects, leaks and failures, and provide reimbursement grants for the replacement of laterals that are leaking due to root infiltration, breaks, cracks, failed pipe, and alignment problems.

The Program will expire when funds are expended or 3 years from program initiation, whichever comes first.

Education for the Program will initially focus on areas that have been identified by the District as potentially having high inflow and infiltration (I/I). Door hangers will be placed in these areas to advertise the program and its benefits. In addition, information about the Program will be communicated to all District rate payers through at least one of the following methods: sent by mail, placed online, placed on flyers which will be placed in various sites in Sonoma Valley, discussed at public meetings, or by televised media. All outreach material will contain language, in a prominent manner, “that the project is being (partially or fully) funded as part of a settlement of an enforcement action by the Regional Water Board against the District.”

## **Compliance with SEP Criteria**

The Program meets all of the following SEP criteria:

**7. Describe how the SEP directly benefits surface water quality and the beneficial uses of the waters of the State.**

The SEP will reduce I/I into the District’s collection system from defective private sewer laterals. A reduction in I/I will benefit surface water quality and beneficial uses by decreasing the number and volume of spills of untreated or partially treated sewage from the District’s collection system to surface waters during wet weather. In addition, the program will reduce the number and volume of spills to surface waters from private laterals.

**8. Confirm that the SEP contains only measures that go above and beyond applicable obligations of the discharger.**

The SEP Policy states that the “SEP shall consist of measures that go above and beyond the otherwise applicable obligations of the discharger.” While private sewer laterals are known to be a source of I/I, they are the legal responsibility of the property owners. The proposed Program offers financial incentives to homeowners to repair/replace their laterals. The District is not required to develop, implement, or fund the Program by any permit or order or any local, state or federal law, nor has this Program been previously contemplated as a District funded program or included in prior District budgets.

**9. Demonstrate that the SEP does not directly benefit in a fiscal manner, a Water Board’s functions, its members, or its staff.**

The Program does not provide any fiscal benefits to the Regional Water Board’s functions, its members, or its staff.

**10. Describe the SEP’s nexus to the nature or location of the violation(s), such as the following: (1) SEP is located within the same watershed in which the violation(s) occurred, or (2) SEP reduces likelihood of similar violations in the future.**

The proposed SEP is related both in geography and violation type. The Program will reduce I/I into the District’s collection system leading to the potential reductions in the volume and number of SSOs in the Sonoma Creek Watershed.

**11. Describe any plans to continue and/or maintain the SEP beyond the SEP- funded period. This is especially important in the case of restoration projects.**

Depending upon the success of the Program, the District may elect to continue the Program, indefinitely.

**12. If applicable, include supported documentation from others.**

Not Applicable

**13. Project Milestones and Time Schedule**

Below is a table that lists the Program milestones and the timeframe in which each milestone is to be completed.

Project Milestone	Timeframe
1. Develop and disperse public outreach materials	January 2, 2016
2. Repair/Replace 29 private laterals	June 30, 2019
3. Submit Quarterly Reports	October 30, 2016  January 30, 2017  April 30, 2017  July 30, 2017  October 30, 2017  January 30, 2018  April 30, 2018  July 30, 2018  October 30, 2018  January 30, 2019  April 30, 2019  July 30, 2019
4. Submit Final Report	September 30, 2019

**14. Accounting procedures for all costs and expenses incurred by the SEP.**

The District will create an Order (Project) Number to track all costs associated with this SEP. A summary of payments along with copies of receipts will be included in the Final Report. Any funds not used at the successful completion of the SEP will be turned over to the State Cleanup and Abatement Account.

### **15. Project Performance Measures**

The District will track the linear feet of sewer lateral repaired or replaced and the number of laterals that have been replaced/repared by the Program.

\$50,000 in administrative civil penalty will be suspended pending successful completion of the program that equates to the satisfactory repair or replacement of a total of 29 defective private sewer laterals and compliance with the SEP provisions in the Settlement Agreement for this matter, which include the requirement that the District demonstrate that it has expended a minimum of \$50,000 to implement the SEP project.

Up to the full amount of the SEP will be suspended if the District satisfactorily demonstrates to the Regional Water Board in the Final Report that the above Program performance measures were met. If the Program terminates before completing the 29 private lateral performance measure, then the amount suspended will be up to \$25,000 if the District demonstrates that at least 15 private laterals were replaced/repared.

### **16. Reports to the Water Board**

Reports on the progress of completion of the SEP must be submitted on a quarterly basis, at a minimum, to the Regional Water Board, a third party oversight organization, and the State Water Board Division of Financial Assistance. Additionally, the SEP must include a final report documenting completion of the SEP and addressing how performance measures were met, along with a copy of accounting records of expenditures.

Starting on October 1, 2016, and quarterly thereafter until completion of the Program, the District will provide a progress report to the Regional Water Board’s designated representative (the San Francisco Estuary Partnership) and, the Division of

Financial Assistance of the State Water Board in accordance with the schedule set forth in the Project Milestones and Budget section above. Each report shall include a table showing a running tally of the number and length of laterals inspected, whether work was required on the inspected laterals, the number and length of laterals repaired or replaced, the street address locations for each lateral videoed/inspected and repaired/replaced, the month and date the work was completed, the amount of grant funds expended on each lateral, and the amount of grant funds remaining. The quarterly reports shall also include summaries of outreach conducted and copies of any supporting materials for the Program.

### **17. Third Party Oversight Organization**

The District will contract with the San Francisco Estuary Partnership or other non-governmental organization, as approved by the Water Board, who is qualified to perform oversight services.

All reports must be sent to the following:

## SVCS D – Exhibit C

Athena Honore  
San Francisco Estuary Partnership  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
(510) 622-2419  
ahonore@waterboards.ca.gov

# SVCSO – Exhibit D

## Basic Information

1. Project Name:  
Ash Creek Erosion Control and Riparian Restoration Project (Project)
2. Project Amount:  
\$315,000
3. Project Developed By:  
Sonoma Ecology Center
4. Project to be Performed By:  
Sonoma Ecology Center
5. Contact:  
Sonoma Valley County Sanitation District:  
Kevin Booker ([kevin.booker@scwa.ca.gov](mailto:kevin.booker@scwa.ca.gov); 707-521-1865)  
  
Sonoma Ecology Center (SEC):  
Mark Newhouser ([mark@sonomaecologycenter.org](mailto:mark@sonomaecologycenter.org); 707-996-9744) or  
Cassandra Liu ([cassandra@sonomaecologycenter.org](mailto:cassandra@sonomaecologycenter.org); 707-996-9744)

## Project Description

6. Provide a concise description of the SEP, including the goal(s) of the SEP and detailed plans for achieving the goal(s). If available, include photos or graphics of the project area or other applicable images.

The Project will repair three active head cuts and associated gullies and revegetate bare areas with native species along approximately 1,000 feet of Ash Creek (between end points indicated on the attached map). Gullies and head cuts repair will use appropriately sized boulders to create vortex weirs and step pools which will establish grade control and maintain hydrologic function. The head cut and gully repairs will incorporate locally sourced native plants or seed. The Project will establish small basins in at least two of the pasture gullies where such treatment is suitable, to slow and capture runoff and prevent further erosion. Soil lifts and biodegradable geotextile fabric will also be used for bank stabilization. Site assessment, Project design and permitting will be part of the milestones for the project. Designs must be submitted to the Water Board for review and approval. District technical staff will contribute technical expertise to project design.

The Project will also revegetate the Ash Creek riparian corridor. All plantings will occur at repair sites, in bare areas, and where needed to establish canopy shade for the creek and improve overall fish and wildlife habitat. Active revegetation will be focused on the head cut and gully repairs and along the 1,000 foot length of ash creek indicated on the map. Plants will be irrigated for three years during the spring and summer. Watering will occur monthly during cool temperatures and at least weekly during hot periods. Irrigation methods may include drip irrigation, dry-water system, or water trailer as feasible. Maintenance and monitoring will be performed.



## SVCSO – Exhibit D

Existing fencing around Ash Creek at the Project will be inspected and repaired or replaced as needed to maintain adequate cattle exclusion from the creek.

See map at the end of this document.

### Compliance with SEP Criteria

This section must address how the project meets all the following SEP criteria.

7. Describe how the SEP directly benefits surface water quality and the beneficial uses of the waters of the State.

The Project will improve water quality by stabilizing eroding stream banks and reducing sediment to Ash Creek.

8. Confirm that the SEP contains only measures that go above and beyond applicable obligations of the discharger.

The SEP goes above and beyond the District's responsibilities as the District has no creek maintenance responsibilities. Additionally, the District is not required to develop, implement, or fund the Project by any permit or order or any local, state or federal law, nor has this Project been previously contemplated as a District funded program or included in prior District budgets.

9. Demonstrate that the SEP does not directly benefit in a fiscal manner, a Water Board's functions, its members, or its staff.

The Project does not provide any fiscal benefit to the Regional Water Board's functions, its members, or its staff.

10. Describe the SEP's nexus to the nature or location of the violation(s), such as the following: (1) SEP is located within the same watershed in which the violation(s) occurred, or (2) SEP reduces likelihood of similar violations in the future.

The project is in the same watershed in which the violations occurred, and it will improve riparian habitat and bank stabilization of the creek.

11. Describe any plans to continue and/or maintain the SEP beyond the SEP- funded period. This is especially important in the case of restoration projects.
  - a. How maintenance will be funded
  - b. How other continued activities will be funded

The District will not maintain the project after the SEP. The property is protected by a conservation easement, and the easement's endowment fund provides \$20,000 per year for management of the property. This funding will be used in part to maintain the restoration sites completed under SEP funding.

12. If applicable, include documented support by one of the following:

# SVCS D – Exhibit D

- a. Other agencies
- b. Public groups
- c. Affected persons
- d. Documentation of compliance with the California Environmental Quality Act

Not applicable

## Project Milestones and Budget

13. Include a time schedule for implementation of the SEP scope of work. Include milestones (deliverables or key reporting points) that are linked to the budget for the SEP. Include quarterly reports, final report, and any post- project monitoring in the project milestones table.

Following is an estimated overall budget and schedule to complete each task.

Task #	Task Description - subtasks	Start Date	End Date	Budget
1a	Project Management (project administration, stakeholder coordination, subcontract management, implementation oversight, reporting, invoicing)	8/1/2015	7/31/2019	\$30,000
1b	Planning Design Permits (agency consultations, site planning, design development, regulatory permits, and biological monitoring)	8/1/2015	8/1/2016	\$40,000
2a	Revegetation/Irrigation	12/1/2015	3/30/2018	\$45,000
2b	Erosion /Grade Control, Bioengineering, Fence repairs	8/1/2016	10/15/2016	\$155,000
3a	Maintenance/Invasive Weed Control (invasive weed control conducted according to the California Department of Fish and Wildlife section 1602 permits, irrigation checks, plant replacement as needed, and plant protection)	9/1/2015	3/30/19	\$30,000
3b	Monitoring (annual survival counts and photo monitoring)	9/1/2015	7/31/2019	\$15,000
	Total			\$315,000

Milestones for the project:

Quarterly report	October 30, 2015
Quarterly report	January 29, 2016
Submit designs to Water Board for technical review	February 29, 2016
Quarterly report	April 29, 2016

## SVCSO – Exhibit D

Quarterly report	July 29, 2016
Final designs and permits	August 1, 2016
Quarterly report	October 31, 2016
Notification of completion of construction	October 31, 2016
Quarterly report and Annual monitoring report	January 31, 2017
Quarterly report	April 28, 2017
Quarterly report	July 31, 2017
Quarterly report	October 31, 2017
Quarterly report and Annual monitoring report	January 31, 2018
Quarterly report	April 30, 2018
Quarterly report	July 31, 2018
Quarterly report	October 31, 2018
Quarterly report and Annual monitoring report	January 31, 2019
Quarterly report	April 30, 2019
Quarterly report	July 31, 2019
Quarterly report	October 31, 2019
Final report	December 31, 2019

14. Also, include procedures for accounting of all costs and expenses incurred by the SEP, and provisions that any funds left over after the successful completion of the SEP must be turned over to the State Cleanup and Abatement Account.

The District will create an Order (Project) Number to track all costs associated with this SEP. A summary of payments along with copies of receipts will be included in the final Report. Any funds not used at the successful completion of the SEP will be turned over to the State Cleanup and Abatement Account.

### Project Performance Measures

15. Describe measures or indicators for the success of the SEP and procedures to evaluate compliance with the performance measures or indicators.

The bank and gully repair sites will be inspected after winter floods, annually for three years. The repairs will be considered successful if they are built in conformance with the description provided in the application for Clean Water Act 401 water quality certification and comply with all conditions in the 401 water quality certification.

Plant survival monitoring will be completed annually for three years. The number of plants installed shall be tracked in order to determine survival rate. At the end of three years (by July 31, 2019), planting will be considered successful if 75% of plantings have survived. If natural recruitment of native plants (i.e., willows and alders become established from the natural seed pool) occurs in planted areas, success will be based on a canopy cover of at least 75%.

If the plant survival performance measure is not achieved, dead plants must be replaced in kind. In the event monitoring establishes that a site is not conducive to the survival of a particular species, alternative species may be used as replacement after receiving concurrence from the Water Board staff. Replacement plants are

## SVCS D – Exhibit D

subject to the same performance criteria as the initial plantings. If the bank repair performance measure is not achieved, additional repairs will be made until the performance measure is achieved. Repairs will address the causes of channel instability or excessive erosion or deposition of sediment.

### Reports to the Water Board

16. As outlined in the Milestones section above, reports on the progress of completion of the SEP must be submitted on a quarterly basis, at a minimum, to the Regional Water Board's designated representative (the San Francisco Estuary Partnership), and the State Water Board Division of Financial Assistance. Annual monitoring reports must also be submitted to document the results of the bank and gully repair site inspections after winter floods and plant survival monitoring efforts. Additionally, the SEP must include a final report documenting completion of the SEP and addressing how performance measures were met, along with a copy of accounting records of expenditures.

### Third Party Oversight Organization

17. This proposal must specify the company or organization that is retained to oversee and audit the SEP and describe funding to this organization for the oversight. The costs for oversight are separate from the costs of the SEP and are borne by the discharger. This organization must be knowledgeable in data entry to the California Integrated Water Quality System (CIWQS) and with the Water Board's public records procedures. The San Francisco Estuary Partnership has performed, and is qualified to perform these services for the San Francisco Bay Regional Water Board.

The District will contract with the San Francisco Estuary Partnership or other non-governmental organization, as approved by the Water Board, who is qualified to perform oversight services.

All reports must be sent to the following:

Athena Honore  
San Francisco Estuary Partnership  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
(510) 622-2325  
ahonore@waterboards.ca.gov