

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

In the matter of:)	
)	
LIVERMORE-AMADOR)	SETTLEMENT AGREEMENT AND
VALLEY WATER)	STIPULATION FOR ENTRY OF
MANAGEMENT AGENCY)	ADMINISTRATIVE CIVIL LIABILITY
ALAMEDA COUNTY)	ORDER
(LAVWMA))	
)	PROPOSED
Unauthorized Discharge of)	ORDER
Secondary Treated Wastewater to)	
Surface Water between March 10,)	
2018, and March 12, 2018)	

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region, Prosecution Team (Prosecution Team) and the Livermore-Amador Valley Water Management Agency (Settling Respondent) (collectively, Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by imposing administrative civil liability against the Settling Respondent in the amount of **\$30,000**.

Section II: RECITALS

1. The Settling Respondent owns and operates the Livermore-Amador Valley Water Management Agency Export and Storage Facilities (Facility), located at 7176 Johnson Drive, Pleasanton, Alameda County, in conjunction with the City of Livermore, the City of Pleasanton, and the Dublin San Ramon Services District. The Facility receives secondary-treated wastewater from the respective wastewater treatment plants operated by the Dublin San Ramon Services District and by the City of Livermore and routes the combined effluent to the East Bay Dischargers Authority (EBDA) pipeline, where the combined effluent is dechlorinated and discharged through a deepwater outfall to Lower San Francisco Bay. To accommodate wet weather flows that could exceed the hydraulic capacity of the EBDA pipeline, the Settling Respondent is permitted to discharge treated wastewater through separate outfalls at San Lorenzo Creek and Alamo Canal. Such authorized wet weather discharges have only occurred once since 1998.

2. The Settling Respondent is required to operate and maintain the Facility in compliance with National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038679 (Permit), an NPDES permit for point source discharges to surface waters of the United States issued pursuant to Clean Water Act section 402 and California Water Code (Water Code) Chapter 5.5, Division 7 (commencing with section 13370). The Permit was most recently re-issued April 13, 2016, through Order No. R2-2016-0015 (2016 Order), which became effective June 1, 2016.
3. Discharge Prohibition III.B of the 2016 Order prohibits discharge to San Lorenzo Creek, a water of the United States, except during periods of peak wet weather flows after the Settling Respondent fully utilizes the maximum allowed hydraulic capacity in the EBDA pipeline, and except during exercise of the Facility's discharge flap gate not exceeding 140,000 gallons per exercise event.
4. Discharge Prohibition III.E of the 2016 Order prohibits discharge flap gate exercises to San Lorenzo Creek more than twice per year and discharge flap gate exercises that are outside of the wet weather season, November 1 to April 30.
5. Pursuant to Water Code section 13385, subdivision (a)(2), a person that violates a waste discharge requirement is subject to administrative civil liability under Water Code section 13385, subdivision (c):
 - ...in an amount not to exceed the sum of the following: (1) Ten thousand dollars (\$10,000) for each day in which the violation occurs.
 - (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.
6. From March 10, 2018, until March 12, 2018, the Settling Respondent discharged a total of 21.7 million gallons of fully treated and dechlorinated wastewater to San Lorenzo Creek during a non-wet weather event. The discharge occurred because a valve that normally conveys the Facility's effluent to the EBDA pipeline closed due to a loss of communications between the Supervisory Control and Data Acquisition (SCADA) system at the Settling Respondent's San Lorenzo Creek discharge monitoring location, San Leandro Sample Station (SLSS), and the SCADA system at the Facility in Pleasanton. The closed valve diverted effluent flow from the EBDA pipeline to the Facility's wet weather outfall to San Lorenzo Creek.

During the unauthorized discharge, the Facility's SCADA system reported no flow to the EBDA pipeline. The Settling Respondent did not initially respond to the report of no flow, believing the condition related to an increase in wastewater recycling in the Tri-Valley area. Consequently, the unauthorized discharge continued over three calendar days. The discharge is alleged to have violated Discharge Prohibitions III.B and III.E of the 2016 Order because the discharge occurred when the maximum

EBDA pipeline hydraulic capacity was not utilized (the available capacity exceeded 140,000 gallons) and outside of the wet weather season.

7. For purposes of settlement and consistent with the October 2017 State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy), the Prosecution Team seeks administrative civil liability under Water Code section 13385 for a per-day statutory maximum of \$10,000 per day for three days of alleged violation, for a total of \$30,000. Despite the large volume of the unauthorized discharge, the Prosecution Team believes the per-day statutory maximum is a reasonable and appropriate penalty for the following reasons:
 - a. The discharge was fully treated and dechlorinated wastewater, and compliant with all effluent and receiving water limitations in the 2016 Order, including the total residual chlorine effluent limitation of 0.0 milligrams per liter. The Settling Respondent also verified that there were no observable adverse impacts to the aquatic environment in San Lorenzo Creek.
 - b. Upon discovery of the unauthorized discharge, the Settling Respondent took immediate steps to characterize the discharge, document potential impacts, and notify concerned parties. Specifically, the Settling Respondent (1) sampled the discharge and, within one hour of ceasing discharge, sampled San Lorenzo Creek for all parameters required during a wet weather discharge pursuant to the 2016 Order; (2) conducted standard observations as soon as practicable after ceasing discharge; (3) conducted an aquatic survey within 12 hours after ceasing discharge; and (4) notified the California Office of Emergency Services, Regional Water Board, Alameda County Operations, California Department of Fish and Wildlife, and United States Coast Guard within 24 hours of discovering the discharge.
 - c. The Settling Respondent has taken and intends to continue to take preventative measures that will total at least \$200,000 to prevent another unauthorized discharge. Preventative measures include, among others, (1) replacing the current, aging SLSS SCADA system with a new SCADA system to prevent communication losses; (2) reprogramming and implementing more comprehensive monitoring systems that consistently provide feedback between the Facility and the SLSS to ensure connectivity; (3) configuring a more comprehensive alarm system to immediately notify operators of any loss of communication between the Facility and the SLSS; (4) reconfiguring the flow valve to the EBDA pipeline to remain open upon any loss of SCADA communication; and (5) modifying the operator inspection sheets to check for a SCADA system communication failure at the SLSS once per shift.
 - d. The unauthorized discharge occurred through a permitted outfall, where the discharge would have otherwise been compliant had it occurred during a wet weather event.

- e. The Settling Respondent has a good compliance history. The Settling Respondent has not had an unauthorized discharge prior to this alleged violation. Additionally, there is no record of significant violations with other Permit requirements.
8. To resolve the alleged violations listed in Section II, paragraph 6, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$30,000** against the Settling Respondent.
9. The Parties have agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement, pursuant to Government Code section 11415.60.
10. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills all its enforcement objectives; that no further action or injunctive relief is necessary or warranted concerning the alleged violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public's best interest.

Section III: STIPULATIONS

The Parties incorporate the foregoing Recitals and stipulate to the following:

1. **Administrative Civil Liability:** The Settling Respondent hereby agrees to the imposition of an administrative civil liability totaling **\$30,000** to resolve all alleged violations set forth in Section II as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Settling Respondent shall submit a check for **\$15,000** (half of the total civil liability of \$30,000) made payable to the "State Water Pollution Cleanup and Abatement Account," reference the Order number on page one of this Stipulated Order, and mail it to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888
 - The Settling Respondent shall provide a copy of the check via e-mail to the State Water Resources Control Board, Office of Enforcement (Kenneth.Petruzzelli@waterboards.ca.gov) and the Regional Water Board (James.Parrish@waterboards.ca.gov).
 - b. The Parties agree that **\$15,000** (the other half of the discretionary penalty amount of \$30,000), shall be paid to the Regional Monitoring Program care of the San Francisco Estuary Institute for implementation of a Supplemental Environmental Project (SEP) as follows:
 - i. \$15,000 (SEP Amount) shall be paid solely for the use of the SEP Fund for the San Francisco Bay Regional Monitoring Program. Funding for this project

will allow the Regional Monitoring Program to monitor polychlorinated biphenyls (PCBs) loads in stormwater in the San Leandro Bay watershed between October 1, 2018, and March 31, 2020. A complete description of this project is provided in Attachment A, incorporated herein by reference.

- ii. The Settling Respondent shall not be liable for administrative and oversight costs associated with the specific project described above.
- iii. Payment of the SEP Amount shall also be made no later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order. Payment of the SEP Amount shall be submitted in the form of a single check referencing the Order number on page one of this Stipulated Order, and mailed to:

Regional Monitoring Program
c/o San Francisco Estuary Institute
4911 Central Avenue
Richmond, CA 94804.

A copy of the check for the SEP Amount shall be sent to the Office of Enforcement and the Regional Water Board at the e-mail addresses set forth above.

2. **SEP:** In accordance with the State Water Resources Control Board Policy on Supplemental Environmental Projects and State Water Resources Control Board Resolution No. 2018-0015, the Parties agree that the payment of the SEP Amount will be treated as a suspended administrative civil liability for purposes of this Stipulated Order. The Settling Respondent's SEP obligations will be satisfactorily completed upon the date of issuance of the San Francisco Estuary Institute's written notification to Regional Water Board staff and the Settling Respondent to acknowledge that the Regional Monitoring Program received the SEP Amount from the Settling Respondent and the payment will be spent on the project described in Section III, Paragraph 1.b.i, and Attachment A in accordance with the terms of this Stipulated Order.
3. **Publicity Associated with the SEP:** Whenever the Settling Respondent, or its agents or subcontractors, publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against the Settling Respondent.
4. **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 negligent or intentional acts or omissions by the Settling Respondent or 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 its staff be held as parties to, or guarantors of, any contract entered into by the Settling Respondent or

its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

5. **Compliance with Applicable Laws:** The Settling Respondent understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability.
6. **Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:

James Parrish
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
James.Parrish@waterboards.ca.gov
(510) 622-2381

Counsel:
Kenneth Petruzzelli
State Water Resources Control Board
801 K Street, 23rd Floor
Sacramento, CA 95814
Kenneth.Petruzzelli@waterboards.ca.gov
(916) 319-8577

For the Settling Respondent:

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(916) 520-5376

and

Alexandra M. Barnhill
General Counsel for LAVWMA
Jarvis Fay & Gibson, LLP
492 Ninth Street, Suite 310
Oakland, CA 94607
(510) 238-1400

7. **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 relating to the matters set forth herein.
8. **Matters Addressed by this Stipulated Order:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violations as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment

of the administrative civil liability by the deadlines specified in Section III, Paragraph 1.a., and the Settling Respondent's full satisfaction of the obligations described in Section III, Paragraph 1.b.

9. **Public Notice:** The Settling Respondent understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
10. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
11. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
12. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
13. **If the Stipulated Order Does Not Take Effect:** If the Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to the following:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were

- exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations 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.
14. **Waiver of Hearing:** The Settling Respondent has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption. However, if the settlement is not adopted and if the matter proceeds to the Regional Water Board or State Water Resources Control Board for hearing, the Settling Respondent does not waive its right to a hearing before an order is imposed.
15. **Waiver of Right to Petition or Appeal:** Except in the instance where the settlement is not adopted by the Regional Water Board or its delegate, 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. This explicit waiver of rights includes potential future decisions by the Regional Water Board or its delegate directly related to this Stipulated Order, including, but not limited to SEP completion and other terms contained in this Stipulated Order.
16. **Covenant Not to Sue:** The Settling Respondent covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEP, except that this covenant is not intended to, and does not, limit the Settling Respondent's rights to sue over other Regional Water Board orders (e.g., permits, cease and desist orders, etc.) or limit the Settling Respondent's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any State agency or the State of California, its officers, Regional Water Board Members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation or legal principle of similar effect.
17. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Settling Respondent does not admit to liability, admit to the truth of the findings or allegations made by the Prosecution Team, admit to any of the findings in this Stipulated Order or its attachments, or admit to any violations of the Water Code, any

Regional Water Board order (including the 2016 Order), or any other federal, State, or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of resolution of a prior enforcement action consistent with Water Code section 13327 and the Enforcement Policy. By entering into this agreement, the Settling Respondent does not waive any defenses or arguments related to any new enforcement action that may be brought by the Regional Water Board, including any brought under its discretionary enforcement authority reserved herein.

18. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Settling Respondent of its obligation to obtain any final written approval this Stipulated Order requires.
19. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
20. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
21. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
22. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
23. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

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




Date: September 13, 2018

By: _____

Thomas Mumley
Assistant Executive Officer

Approved as to form:

By: _____



Kenneth Petruzzelli, Attorney III
State Water Resources Control Board
Office of Enforcement

Settlement Agreement and Stipulated Administrative Civil Liability
Livermore-Amador Valley Water Management Agency

Livermore-Amador Valley Water Management Agency

Date: 9/14/18

By: Charles V. Weir
Charles V. Weir, General Manager

Approved as to form:

By: Melissa Thorne
Melissa Thorne, Attorney
Downey Brand LLP

ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e), and has applied the State Water Resources Control Board’s Enforcement Policy, which is incorporated by reference herein. The Regional Water Board’s consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. 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. Additionally, this Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under this Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

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

Date

ATTACHMENT A
Livermore-Amador Valley Water Management Agency (LAVWMA)
Study Description for
Supplemental Environmental Project Fund for the
San Francisco Bay Regional Monitoring Program

1. Project Name

San Leandro Bay Stormwater PCBs Monitoring

2. Project Amount

\$15,000

3. Project Lead

San Francisco Estuary Institute (SFEI)

4. Contacts

- Jay Davis, SFEI, jay@sfei.org, (510) 746-7368
- Phil Trowbridge, SFEI, philt@sfei.org, (510) 746-7345

5. Project Description

Between October 2018 and March 2020, the San Francisco Bay Regional Monitoring Program (RMP) will collect and analyze between two and three composite stormwater samples for polychlorinated biphenyls (PCBs) within the San Leandro Bay watershed. The San Leandro Bay watershed is significantly impaired by PCBs and prioritized for remediation. The study will provide valuable information on PCBs concentrations and particle ratios in stormwater within the watershed.

The sub-watershed draining into San Leandro Bay is downstream of a recently remediated PCBs hotspot from a former General Electric transformer and electrical equipment facility. The additional monitoring data collected from this project will improve estimates of PCBs in this watershed and provide an important baseline to track the effectiveness of the major remediation action on the General Electric property.

6. Compliance with Supplemental Environmental Project (SEP) Criteria

A SEP must directly benefit or study groundwater or surface water quality or quantity and the beneficial uses of the water of the State.¹ This study meets this SEP criterion by supporting the implementation of a monitoring study that evaluates the effectiveness of PCBs remediation efforts on surface water quality intended to protect the beneficial uses of San Leandro Bay, a water of the State and United States.

7. Above and Beyond Settling Respondent's Obligations

This SEP contains only measures that go above and beyond the Livermore-Amador Valley Water Management Agency's (Settling Respondent's) obligations. The project

¹ State Water Resources Control Board Policy on Supplement Environmental Projects, May 3, 2018

is not part of the Settling Respondent's normal business nor is the Settling Respondent otherwise required to implement any portion of the project.

8. No Benefit to Water Board Functions, Members, or Staff

This SEP provides no direct fiscal benefit to the San Francisco Bay Regional Water Quality Control Board's (Regional Water Board's) functions, its members, its staff, or any family members of staff.

9. Nexus to Nature or Location of Violations

The SEP has a nexus to the nature and location of the alleged violation. This SEP is part of the settlement of an unauthorized discharge to San Lorenzo Creek, resulting in alleged violations of the Settling Respondent's NPDES permit discharge prohibitions in place to protect waters of the State and United States. The SEP is located within the same Water Board region in which the alleged violations occurred and is intended to measure the effectiveness of other remediation efforts intended to protect waters of the State and United States.

10. Project Milestones, Schedule, and Budget

Monitoring will commence on October 1, 2018, and continue through March 31, 2020, as storms allow. Results from the monitoring study will be reported in SFEI reports on stormwater PCB monitoring across the Bay Area in Water Years 2019 and 2020. These reports will be completed by June 2021.

Pursuant to the October 2015 Supplemental to Memorandum of Understanding (MOU) between SFEI and the Regional Water Board, SFEI is responsible for identifying in each annual work plan and annual budget for the RMP those studies or elements, or a portion of a study or element, to be funded by SEP funds. SFEI will keep a copy of accounting records of SEP fund contributions and expenditures separate from regular RMP funds. In its annual and quarterly financial reports to the Regional Water Board, SFEI will separately itemize SEP fund contributions and expenditures by each SEP funder.

SFEI will provide notice to the Regional Water Board within one month after receiving funds from the Settling Respondent for the SEP and the notice will state SFEI's agreement to use the funds received as described herein.

11. Publicity

Pursuant to the October 2015 MOU, SFEI will indicate on its Regional Monitoring Program website, and annual and other reports, that funding for the study is the result of settlement of a "San Francisco Bay Water Board" enforcement action.