

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

surface waters of the United States issued pursuant to Clean Water Act section 402 and Water Code Chapter 5.5, Division 7 (commencing with section 13370). The Permit was most recently reissued July 12, 2017, through Regional Water Board Order R2-2017-0026, which became effective September 1, 2017.

3. Water Code section 13385, subdivisions (h) and (i), requires assessment of mandatory minimum penalties (MMPs) for certain discharge violations.

a. Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

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

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

c. Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- i. Violates a waste discharge requirement effluent limitation.
- ii. Fails to file a report pursuant to Section 13260.
- iii. Files an incomplete report pursuant to Section 13260.
- iv. Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

d. Water Code section 13385, subdivision (i)(2) states:

For the purposes of this section, a “period of six consecutive months” means the period commencing on the date that one of the violations described in this subdivision occurs and ending 180 days after that date.

4. The Prosecution Team alleges that, at Monitoring Location EFF-001 (defined in the Permit), the Discharger violated its carbonaceous biochemical oxygen demand (CBOD), total suspended solids (TSS), and total residual chlorine effluent limitations 71 times between October 2019 and April 2021. The Discharger is subject to MMPs for 70 of these violations pursuant to Water Code section 13385, subdivision (h) and (i), as shown in Attachment A, incorporated by reference herein.
5. To resolve the alleged violations in Section II, paragraph 4, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$210,000** against the Discharger.
6. The Parties have agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
7. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills all of its enforcement objectives; that no further action is warranted concerning the violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public’s best interest.

Section III: STIPULATIONS

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

1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability of **\$210,000** to resolve the alleged violations set forth in Section II, paragraph 4, as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$97,500**, made payable to “State Water Pollution Cleanup and Abatement Account,” referencing the Order number on page one of this Stipulated Order, to:

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

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

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

- b. The Parties agree that the remaining **\$112,500** of the administrative liability shall be suspended pending completion of the Supplemental Environmental Project (SEP) described in Section III, paragraph 2, and Attachment B, incorporated by reference herein.
2. SEP Description: The Discharger proposed and agreed to implement an SEP for the *Green Stormwater Infrastructure and Pedestrian Bulb-out at Santa Barbara Avenue and Vista Grande Avenue, Daly City*. The SEP will integrate green stormwater infrastructure into a pedestrian improvement project. Stormwater runoff from adjacent areas will flow into a bioretention area for treatment as a stormwater best management practice prior to discharge into the subsurface storm drain system. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.
 3. Representations and Agreements Regarding the SEP
 - a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that it will use the suspended liability of \$112,500 (SEP Amount) to implement the SEP as set forth in Section III, paragraph 2, and Attachment B of this Stipulated Order. The Discharger understands that its promise to implement the SEP, in its entirety and in accordance with the implementation schedule and budget set forth in Attachment B, represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.
 - b. The Discharger shall provide certified, written reports describing the SEP implementation progress to the Regional Water Board as described in Attachment B. The Discharger agrees that Regional Water Board staff have permission to inspect SEP implementation at any reasonable time during normal business hours with 24-hour notice.
 - c. On or before January 31, 2025, a responsible official of the Discharger shall submit a final completion report as described in Attachment B and a certified statement, signed under penalty of perjury, that documents the Discharger's expenditures during the SEP completion period, that the Discharger completed the SEP in accordance with the terms of this Stipulated Order, and that the Discharger followed all applicable environmental laws and regulations in implementing the SEP, including

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

- the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and federal Clean Water Act. The expenditures may include external payments to outside vendors, but may not include the cost of normal, routine work undertaken by Discharger staff. In making such certification, the signatories may rely on normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The Discharger shall provide the Regional Water Board with any additional information reasonably necessary to verify the Settling Respondent's SEP expenditures and completion.
- d. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines and requirements specified in Attachment B.
 - e. Whenever the Discharger, or its agents or subcontractors, publicize one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
 - f. The Executive Officer of the Regional Water Board may extend the SEP deadlines contained in Attachment B of this Stipulated Order if the Discharger demonstrates delays from unforeseeable circumstances beyond its control, provided that the Discharger continues to undertake all appropriate measures to meet the deadlines. The Discharger shall make any deadline extension request in writing. Any approval of an extension by the Executive Officer must be in writing.
 - g. Upon the Discharger's satisfaction of its obligations under this Stipulated Order, including SEP completion and any audits, the Executive Officer shall issue a "Satisfaction of Order" terminating any further obligations under this Stipulated Order, permanently suspending the remaining penalty, and resolving the Administrative Civil Liability proceedings.
 - h. If the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP, the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "notice" that requires the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.

- i. If the SEP is not fully implemented by January 31, 2025, or by the due date if extended pursuant to Section III, paragraph 3.f, or if there has been a material failure to satisfy a project milestone, the Executive officer shall issue a Notice of Violation or otherwise notify the Discharger that the SEP completion due date has passed. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated by the Parties in writing or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the 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 Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.
4. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
 5. **Compliance with Applicable Laws:** The Discharger 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 types alleged herein may subject it to further enforcement, including additional administrative civil liability.

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

6. Party Contacts for Communications related to this Stipulated Order:

For the Regional Water Board:

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

Counsel:

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

For the Discharger:

Joshua Cosgrove
City of Daly City
153 Lake Merced Blvd.
Daly City, CA 94015
jcosgrove@dalycity.org
(650) 991-8206

Counsel:

Rose Zimmerman
City of Daly City
333 90th Street
Daly City, CA 94015
rzimmerman@dalycity.org
(650) 991-8122

7. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Stipulated Order.
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 contained in Section II, paragraph 3, as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 1.
9. **Public Notice:** The Discharger 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 Discharger agrees that it may not rescind or otherwise withdraw its approval of this 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

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.

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 this Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board (State Water Board) or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
14. **Waiver of Hearing:** The Discharger 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 Stipulated Order's adoption. However, if the settlement is not adopted, or if the matter proceeds to the Regional Water Board or the State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

15. **Waiver of Right to Petition or Appeal:** Except in the instance where the Stipulated Order is not adopted by the Regional Water Board or its delegate, the Discharger hereby waives its right to petition the Regional Water Board's or its delegate's adoption of the Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or California appellate court. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate directly related to this Stipulated Order, including but not limited to time extensions, SEP completion, and other terms contained in this Stipulated Order.
16. **Covenant Not to Sue:** The Discharger 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 bar and does not limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Discharger's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
17. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Discharger 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 Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
18. **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.
19. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
20. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

21. **Counterpart Signatures and Facsimile and Electronic Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
22. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

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

Date: March 29, 2023

By: 

Thomas Mumley
Assistant Executive Officer

Settlement Agreement and Stipulated Administrative Civil Liability
North San Mateo County Sanitation District

IT IS SO STIPULATED.

NORTH SAN MATEO COUNTY SANITATION DISTRICT

Date: 3/29/23

By: 
Joshua Cosgrove
Acting Director

ORDER OF THE REGIONAL WATER BOARD

1. This Stipulated Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), title 14, of the California Code of Regulations.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.

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

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

Date

ATTACHMENT A

Mandatory Minimum Penalties

Discharger: North San Mateo County Sanitation District

North San Mateo County Sanitation District Wastewater Treatment Plant and Wastewater Collection System
 153 Lake Merced Blvd., Daly City, San Mateo County
 NPDES Permit CA0037737 (Order R2-2017-0026)

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

Table 1. List of Alleged Violations

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP ^[2]
1067496	10/05/2019	TSS, Weekly Avg. (mg/L)	1	45	120	170%	C1, S	\$3,000
1067498	10/05/2019	CBOD, Weekly Avg. (mg/L)	1	40	71	77%	C2, S	\$3,000
1067495	10/31/2019	TSS, Monthly Avg. (mg/L)	1	30	41	37%	C3	\$0
1067497	10/31/2019	CBOD, Monthly Avg. (mg/L)	1	25	26	6%	> C3	\$3,000
1070086	12/31/2019	CBOD, Monthly Avg. (mg/L)	1	25	29	17%	> C3	\$3,000
1071416	01/11/2020	CBOD, Weekly Avg. (mg/L)	1	40	49	23%	> C3	\$3,000
1071415	01/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	35	40%	> C3, S	\$3,000
1072088	02/15/2020	CBOD, Weekly Avg. (mg/L)	1	40	51	27%	> C3	\$3,000
1072089	02/22/2020	CBOD, Weekly Avg. (mg/L)	1	40	51	27%	> C3	\$3,000
1072086	02/29/2020	CBOD, Monthly Avg. (mg/L)	1	25	46	83%	> C3, S	\$3,000
1072087	02/29/2020	CBOD, Weekly Avg. (mg/L)	1	40	51	29%	> C3	\$3,000
1073451	03/07/2020	CBOD, Weekly Avg. (mg/L)	1	40	51	26%	> C3	\$3,000
1073452	03/14/2020	CBOD, Weekly Avg. (mg/L)	1	40	46	16%	> C3	\$3,000
1073449	03/21/2020	CBOD, Weekly Avg. (mg/L)	1	40	60	51%	> C3, S	\$3,000
1073450	03/28/2020	CBOD, Weekly Avg. (mg/L)	1	40	79	97%	> C3, S	\$3,000
1073445	03/31/2020	TSS, Weekly Avg. (mg/L)	1	45	49	9%	> C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
 North San Mateo County Sanitation District

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP ^[2]
1073446	03/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	61	140%	> C3, S	\$3,000
1073447	03/31/2020	CBOD, Percent Removal Monthly Avg. (%)	1	85	77	-10%	> C3	\$3,000
1073448	03/31/2020	TSS, Monthly Avg. (mg/L)	1	30	32	6%	> C3	\$3,000
1075223	04/04/2020	CBOD, Weekly Avg. (mg/L)	1	40	63	59%	> C3, S	\$3,000
1075226	04/04/2020	TSS, Weekly Avg. (mg/L)	1	45	52	14%	> C3	\$3,000
1075224	04/11/2020	CBOD, Weekly Avg. (mg/L)	1	40	63	57%	> C3, S	\$3,000
1075229	04/18/2020	CBOD, Weekly Avg. (mg/L)	1	40	110	170%	> C3, S	\$3,000
1075232	04/18/2020	TSS, Weekly Avg. (mg/L)	1	45	56	25%	> C3	\$3,000
1075228	04/25/2020	CBOD, Weekly Avg. (mg/L)	1	40	120	200%	> C3, S	\$3,000
1075230	04/25/2020	TSS, Weekly Avg. (mg/L)	1	45	62	38%	> C3	\$3,000
1075222	04/30/2020	CBOD, Percent Removal Monthly Avg. (%)	1	85	64	-25%	> C3	\$3,000
1075225	04/30/2020	CBOD, Monthly Avg. (mg/L)	1	25	96	280%	> C3, S	\$3,000
1075227	04/30/2020	TSS, Percent Removal Monthly Avg. (%)	1	85	78	-8%	> C3	\$3,000
1075231	04/30/2020	TSS, Monthly Avg. (mg/L)	1	30	53	76%	> C3, S	\$3,000
1076318	05/02/2020	CBOD, Weekly Avg. (mg/L)	1	40	140	240%	> C3, S	\$3,000
1076323	05/02/2020	TSS, Weekly Avg. (mg/L)	1	45	62	36%	> C3	\$3,000
1076319	05/09/2020	CBOD, Weekly Avg. (mg/L)	1	40	140	240%	> C3, S	\$3,000
1076324	05/09/2020	TSS, Weekly Avg. (mg/L)	1	45	56	24%	> C3	\$3,000
1076313	05/16/2020	CBOD, Weekly Avg. (mg/L)	1	40	170	330%	> C3, S	\$3,000
1076325	05/16/2020	TSS, Weekly Avg. (mg/L)	1	45	77	71%	> C3, S	\$3,000
1076314	05/23/2020	CBOD, Weekly Avg. (mg/L)	1	40	190	370%	> C3, S	\$3,000
1076320	05/23/2020	TSS, Weekly Avg. (mg/L)	1	45	72	61%	> C3, S	\$3,000
1076317	05/30/2020	TSS, Weekly Avg. (mg/L)	1	45	64	43%	> C3, S	\$3,000
1076326	05/30/2020	CBOD, Weekly Avg. (mg/L)	1	40	180	350%	> C3, S	\$3,000
1076312	05/31/2020	TSS, Monthly Avg	1	30	67	120%	> C3, S	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
 North San Mateo County Sanitation District

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP ^[2]
1076315	05/31/2020	TSS, Percent Removal Monthly Avg. (%)	1	85	66	-22%	> C3	\$3,000
1076321	05/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	170	580%	> C3, S	\$3,000
1076322	05/31/2020	CBOD, Percent Removal Monthly Avg (%)	1	85	44	-49%	> C3	\$3,000
1077532	06/06/2020	TSS, Weekly Avg. (mg/L)	1	45	60	34%	> C3	\$3,000
1077538	06/06/2020	CBOD, Weekly Avg. (mg/L)	1	40	200	400%	> C3, S	\$3,000
1077539	06/13/2020	CBOD, Weekly Avg. (mg/L)	1	40	99	150%	> C3, S	\$3,000
1077534	06/20/2020	CBOD, Weekly Avg. (mg/L)	1	40	65	62%	> C3, S	\$3,000
1077535	06/27/2020	CBOD, Weekly Avg. (mg/L)	1	40	48	19%	> C3	\$3,000
1077529	06/30/2020	TSS, Percent Removal Monthly Avg. (%)	1	85	82	-4%	> C3	\$3,000
1077530	06/30/2020	CBOD, Monthly Avg. (mg/L)	1	25	96	280%	> C3, S	\$3,000
1077531	06/30/2020	CBOD, Percent Removal Monthly Avg. (%)	1	85	70	-18%	> C3	\$3,000
1077537	06/30/2020	TSS, Monthly Avg. (mg/L)	1	30	40	34%	> C3	\$3,000
1078782	07/04/2020	CBOD, Weekly Avg. (mg/L)	1	40	55	37%	> C3	\$3,000
1078783	07/11/2020	CBOD, Weekly Avg. (mg/L)	1	40	45	13%	> C3	\$3,000
1078784	07/18/2020	CBOD, Weekly Avg. (mg/L)	1	40	45	13%	> C3	\$3,000
1078779	07/25/2020	CBOD, Weekly Avg. (mg/L)	1	40	43	8%	> C3	\$3,000
1078778	07/31/2020	TSS, Monthly Avg. (mg/L)	1	30	31	3%	> C3	\$3,000
1078780	07/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	51	100%	> C3, S	\$3,000
1078781	07/31/2020	CBOD, Percent Removal Monthly Avg (%)	1	85	83	-2%	> C3	\$3,000
1079924	08/01/2020	CBOD, Weekly Avg. (mg/L)	1	40	67	68%	> C3, S	\$3,000
1079921	08/15/2020	CBOD, Weekly Avg. (mg/L)	1	40	58	45%	> C3, S	\$3,000
1079923	08/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	37	46%	> C3, S	\$3,000
1080713	09/19/2020	CBOD, Weekly Avg. (mg/L)	1	40	41	3%	> C3	\$3,000
1080712	09/30/2020	CBOD, Monthly Avg. (mg/L)	1	25	34	36%	> C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
 North San Mateo County Sanitation District

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP ^[2]
1082156	10/10/2020	CBOD, Weekly Avg. (mg/L)	1	40	67	67%	> C3, S	\$3,000
1082153	10/17/2020	CBOD, Weekly Avg. (mg/L)	1	40	58	44%	> C3, S	\$3,000
1082154	10/31/2020	CBOD, Monthly Avg. (mg/L)	1	25	44	77%	> C3, S	\$3,000
1083370	11/21/2020	TSS, Weekly Avg. (mg/L)	1	45	54	19%	> C3	\$3,000
1083369	11/30/2020	TSS, Monthly Avg. (mg/L)	1	30	32	6%	> C3	\$3,000
1090661	04/22/2021	Total Residual Chlorine, Instantaneous Max. (mg/L)	2	4.3	6.0	40%	> C3	\$3,000

Total Mandatory Minimum Penalty: \$210,000

Legend:

- CIWQS = California Integrated Water Quality System database that the Water Boards use to track violations and enforcement.
- Violation ID = Identification number assigned to each permit violation within CIWQS.
- C = Count. Number of violations within past 180 days, including this violation. A penalty applies under Water Code section 13385(i) when the count is greater than three (>C3).
- S = Serious. A penalty applies under Water Code section 13385(h) whenever an effluent limitation is exceeded by 40 percent or more for a Group 1 pollutant or 20 percent or more for a Group 2 pollutant.

Footnotes:

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

CIWQS Place ID: 244566
 WDID: 2 417021001

ATTACHMENT B

North San Mateo County Sanitation District (Discharger) Project Description for Supplemental Environmental Project (SEP)

1. Project Name

Green Stormwater Infrastructure (GSI) and Pedestrian Bulb-out at Santa Barbara Avenue and Vista Grande Avenue, Daly City

2. Project Amount

\$112,500 (SEP share by North San Mateo County Sanitation District)

\$145,000 (total cost estimate for the GSI Element)

\$185,000 (total cost estimate for the GSI Element and Pedestrian Bulb-out)

3. Project Lead

City of Daly City

4. Contacts

- Joshua Cosgrove, jcosgrove@dalycity.org, (650) 991-8206
- Kevin Fehr, kfehr@dalycity.org, (650) 991-8163

5. Project Description

This project will install green stormwater infrastructure at the northeast corner of Santa Barbara Avenue and Vista Grande Avenue in Daly City, California. The existing 12-14-foot wide sidewalk would be retrofitted to install a 6-foot wide bioretention area to capture and treat stormwater flowing along Santa Barbara Avenue, before entering the storm drain system. The storm drain system in this area ultimately discharges to the Pacific Ocean via Vista Grande Canal. The overall project will also install two new accessible curb ramps and a wider pedestrian bulb-out at the northeast corner of the intersection to enhance pedestrian safety. The outcome will be to treat approximately 8,200 square feet of street and sidewalk draining to this corner by a stormwater bioretention area approximately 330 square feet in size.

6. Compliance with SEP Criteria

A SEP must possess tangible water-related environmental or public health benefits and be required to directly benefit groundwater, surface water, or drinking water quality or quantity, and the beneficial uses of waters of the State. It also requires a nexus between the location of the violation and the proposed SEP if the primary benefits of the project are located at the same site where the alleged violations occurred, at a different site in the same ecosystem, or within the immediate geographic area (e.g., in the same community, the same watershed, or within a 50-mile radius). It cannot have existing financial commitments nor depend on actions or contributions from

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
North San Mateo County Sanitation District

parties other than the Discharger for its completion prior to the time of settlement.

This project complies with the SEP criteria because it benefits the environment by treating surface water runoff before it enters the storm drain system. It is also in the same community in Daly City where the alleged violations occurred. The GSI component of the project will be funded by the SEP Amount and additional funds provided by the Discharger. The pedestrian bulb-out will be funded by the City of Daly City after funds are appropriated. The completion of the GSI component does not depend on the construction of the pedestrian bulb-out.

7. Above and Beyond Discharger’s Obligations

The Discharger provides for the collection, treatment, and discharge of sanitary sewerage. Surface water treatment is not under its realm of responsibilities. Therefore, the proposed SEP would be above and beyond the Discharger’s obligations. The Discharger is a Subsidiary District of the City of Daly City and a separate legal entity.

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

This project provides no direct fiscal benefit to the Regional Water Board’s functions, its members, its staff, or any family members.

9. Project Milestones and Performance Measure

The project is in the conceptual phase and is scheduled to meet the following milestones:

- Begin Design – April 1, 2023
- Complete Design – December 31, 2023
- Construction Award – April 15, 2024
- Construction Complete – December 31, 2024

The project performance measure will be the amount of impervious surface area treated by the stormwater bioretention areas, approximately 8,200 square feet. The final design will determine the specific treatment area.

10. Project Budget

Table 1. GSI and Pedestrian Bulb-out Budget

	GSI Share	Pedestrian Bulb-out Share	Total Estimated Cost
Design	\$ 20,000	\$ 5,000	\$ 25,000
Construction	\$ 125,000	\$ 35,000	\$ 160,000
Total	\$ 145,000	\$ 40,000	\$ 185,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
North San Mateo County Sanitation District

Note. These costs do not include City of Daly City staff time for design oversight or construction management and inspection. The SEP Amount will be spent within the GSI Share’s construction phase. The Discharger will fund the difference between the SEP Amount and the cost for the GSI Share (\$32,500). The City of Daly City will fund the cost of the Pedestrian Bulb-out Share using local transportation funds (\$40,000).

11. Reports to the Water Board

The Discharger will provide quarterly updates on this project with the Self-Monitoring Reports (SMRs) required by Order R2-2017-0026, Attachment E section VII.B. Upon completion, the Discharger will submit a standalone completion report. See Table 2 for due dates and specific deliverables.

Table 2. Report Deadlines

Due Date	Report Description
July 31, 2023	Quarterly Report 1 – Description of SEP activities from the start of the project through June 2023.
October 31, 2023	Quarterly Report 2 – Description of SEP activities during July through September 2023.
January 31, 2024	Quarterly Report 3 – Description of SEP activities during October through December 2023, including assessment of Complete Design milestone.
April 30, 2024	Quarterly Report 4 – Description of SEP activities during January through March 2024.
July 31, 2024	Quarterly Report 5 – Description of SEP activities during April through June 2024, including assessment of Construction Award milestone.
October 31, 2024	Quarterly Report 6 – Description of SEP activities during July through September 2024.
January 31, 2025	Final Completion Report – Description of SEP activities during October through December 2024, including assessment of Construction Complete milestone. Report shall also include a summary of all completed tasks, final project implementation costs, an evaluation of the project’s success criteria (amount of impervious surface area treated), photographs documenting the completed project, and a certified statement of SEP completion as required in Section III, paragraph 3.c of the Stipulated Order approving this project as a SEP.