

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

In the matter of:)	
)	
WEST COUNTY)	SETTLEMENT AGREEMENT AND
WASTEWATER DISTRICT,)	STIPULATION FOR ENTRY OF
CITY OF RICHMOND AND)	ADMINISTRATIVE CIVIL LIABILITY
RICHMOND MUNICIPAL)	ORDER
SEWER DISTRICT NO.1,)	
CONTRA COSTA COUNTY)	
)	
NPDES Permit No. CA0038539)	ORDER NO.
(Order No. R2-2024-0008))	R2-2026-1003
Effluent Limit Violations)	

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 West County Wastewater District and City of Richmond and Richmond Municipal Sewer District No. 1 (Dischargers) (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 California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by the imposition of administrative civil liability against the Dischargers in the amount of **\$63,000**.

Section II: RECITALS

1. The City of Richmond and Richmond Municipal Sewer District No. 1 operate the Richmond Municipal Sewer District Water Pollution Control Plant (Richmond Plant), a municipal wastewater treatment plant that serves most of the City of Richmond. The West County Wastewater District owns and operates the West County Wastewater District Treatment Plant (West County Plant), a municipal wastewater treatment plant that serves the communities of San Pablo, Tara Hills, Rollingwood, Bayview, portions of Pinole, parts of northern Richmond, and some unincorporated portions of Contra Costa County. The Dischargers were formerly a part of West County Agency, a Joint Powers Authority. Secondary-treated wastewater from the Richmond Plant and West County Plant is combined prior to discharge to Central San Francisco Bay through a shared outfall (formerly the West County Agency Outfall), Discharge Point 001.

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

2. The Dischargers are required to operate and maintain the Richmond Plant and West County Plant in compliance with National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038539 (Permit), an NPDES permit for point source discharges to 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 Dischargers are also required to comply with the Permit at Discharge Point 001. The Permit was most recently reissued on June 12, 2024, through Regional Water Board Order No. R2-2024-0008, which became effective August 1, 2024.
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.

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

- 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.

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 the Dischargers violated their biochemical oxygen demand (BOD₅), total suspended solids (TSS), *Enterococcus* bacteria, and total residual chlorine effluent limitations 23 times between January 2025 and January 2026. The 7 BOD₅, 10 TSS, and 5 *Enterococcus* bacteria effluent limit violations occurred at Monitoring Location EFF-002 at the Richmond Plant. The one total chlorine residual effluent limit violation occurred at Monitoring Location EFF-001 at Discharge Point 001. The Dischargers are subject to MMPs for all 23 of these violations pursuant to Water Code section 13385, subdivisions (h) and/or (i), as shown in Attachment A, incorporated herein by reference.
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 **\$63,000** against the Dischargers.
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 Dischargers hereby agree to the imposition of an administrative civil liability of **\$63,000** to resolve the alleged violations set forth in Section II, paragraph 4, as follows:

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

- a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Dischargers shall mail a check for **\$24,000**, made payable to “State Water Pollution Cleanup and Abatement Account,” referencing the Order number on page one of this Stipulated Order, to:

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

The Dischargers shall email a copy of the check to the Regional Water Board (Natlie.Lee@waterboards.ca.gov).

- b. The Parties agree that the remaining **\$39,000** 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. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Dischargers shall mail a check for \$39,000, made payable to “Earth Island Institute,” referencing the Order number on page one to:

KIDS for the BAY
Attn: Mandi Billinge, Richmond Watershed Rangers SEP
1771 Alcatraz Avenue, Berkeley, CA 94703

2. **SEP Description:** The SEP is the Watershed Rangers Program managed by KIDS for the BAY (SEP Implementer). The SEP will provide disadvantaged schools in Richmond with trash cleanup projects that raise awareness of watershed health and social behaviors that contribute to non-point source pollution. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.

3. **Representation and Agreements Regarding the SEP:**

- a. As a material condition for the Regional Water Board’s acceptance of this Stipulated Order, the Dischargers represent that they will fund the suspended liability of \$39,000 (SEP Amount) and support the SEP Implementer to implement the SEP as set forth in Section III, paragraph 2, and Attachment B. The Dischargers understand that their promise to fund and implement the SEP with the SEP Implementer, 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 Dischargers and the Regional Water Board.
- b. The Dischargers agree to (1) spend the SEP Amount as described in this Stipulated Order; (2) provide certified, written reports to the Regional

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

- Water Board consistent with the terms of this Stipulated Order; and (3) provide as part of the final report due September 30, 2027, a certification by a responsible official, signed under penalty of perjury, that the SEP Implementer followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
- c. The Dischargers further agree that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Dischargers' cost, and that the Dischargers bear ultimate responsibility for meeting all deadlines and requirements specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the Dischargers, or their agents or subcontractors, publicize one or more SEP elements, they 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 Dischargers.
5. **Progress Reports and Inspection Authority:** The Dischargers will provide reports describing progress implementing the SEP to the Regional Water Board as described in Attachment B. The Dischargers and the SEP Implementer agree that Regional Water Board staff has permission to inspect the SEP at any time with 24-hour notice.
6. **Certification of SEP Completion:** On or before September 30, 2027, a responsible official of the Dischargers shall submit a final completion report as described in Attachment B and a certified statement, signed under penalty of perjury, that documents the SEP Implementer's expenditures during the SEP completion period, and that the Dischargers completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the cost of normal, routine work undertaken by SEP Implementer 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 Dischargers shall provide the Regional Water Board with any additional information reasonably necessary to verify the SEP expenditures and completion.
7. **Time Extension for SEP:** The Executive Officer of the Regional Water Board may extend the SEP deadlines contained in Attachment B of this Stipulated

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

Order if the Dischargers demonstrate delays from unforeseeable circumstances or circumstances beyond their control, provided that the Dischargers continue to undertake all appropriate measures to meet the deadlines. The Dischargers shall make any deadline extension request in writing. Any approval of an extension by the Executive Officer must be in writing.

8. **Regional Water Board Acceptance of Completed SEP:** Upon the Dischargers' satisfaction of their 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.
9. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Dischargers are unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP, the Dischargers shall pay the difference between the SEP Amount and the amount the Dischargers can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "notice" that requires the Dischargers to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice issuance date. The Dischargers shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the Difference shall satisfy the Dischargers' obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by September 30, 2027, or by the due date if extended pursuant to Section III, paragraph 7, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a Notice of Violation. 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 Dischargers shall be liable to pay the entire SEP Amount, or, if shown by the Dischargers, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Dischargers 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 Dischargers to pay, the Dischargers shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

assessed amount shall satisfy the Dischargers' obligation to implement the SEP.

- 11. 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 Dischargers or their 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 Dischargers or their directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
- 12. Compliance with Applicable Laws:** The Dischargers understand 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.
- 13. Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:

Nattie Lee, Environmental Scientist
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
Nattie.Lee@waterboards.ca.gov
(510) 622-2325

Counsel:

Paul Ciccarelli, Attorney IV
State Water Resources Control
Board Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA 95814
Paul.Ciccarelli@waterboards.ca.gov
(916) 322-3227

For the Dischargers:

Bradley Harms,
Environmental Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Bradley_Harms@ci.richmond.ca.us
(510) 307-8094

Counsel:

Shannon Moore, Chief Assistant City
Attorney
Kimberly Chin, Senior Assistant City
Attorney
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Shannon_Moore@ci.richmond.ca.us
(510) 620-6509
Kimberly_Chin@ci.richmond.ca.us
(510) 620-6709

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

14. **Attorney Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorney fees and costs incurred pursuant to this Stipulated Order.
15. **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 4, 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.
16. **Public Notice:** The Dischargers understand 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 Dischargers agree that they may not rescind or otherwise withdraw their approval of this Stipulated Order.
17. **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 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.
18. **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.
19. **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.
20. **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

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

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.

21. **Waiver of Hearing:** The Dischargers have 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 waive their 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 Dischargers do not waive the right to a hearing before an order is imposed.
22. **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 Dischargers hereby waive their 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 waive their rights, if any, to appeal the same to a California Superior Court and/or California appellate court.
23. **Covenant Not to Sue:** The Dischargers covenant 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. This covenant is not intended to bar and does not limit the Dischargers' rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Dischargers' rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys.

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

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.



24. **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 Dischargers 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 Dischargers of their obligation to obtain any final written approval this Stipulated Order requires.
25. **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.
26. **No Third-Party Beneficiaries:** Except for the SEP Implementer's obligations, this Stipulated Order is not intended to confer any rights or obligations on any third party or parties. No third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
27. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
28. **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.
29. **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.

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

IT IS SO STIPULATED.

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

Date: April 17, 2026



Keith H. Lichten, Assistant
Executive Officer
2026.04.17 18:24:10
-07'00'

By: _____
Keith H. Lichten
Assistant Executive Officer

Settlement Agreement and Stipulated Administrative Civil Liability
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

IT IS SO STIPULATED.

CITY OF RICHMOND

Date: 4/20/26

By: **Bradley
Harms**  Digitally signed by
Bradley Harms
Date: 2026.04.20
10:49:30 -07'00'

Bradley Harms
Environmental Manager
City of Richmond

WEST COUNTY WASTEWATER DISTRICT

Date: 4/21/26

By: *Aaron J Winer*

Aaron Winer
Director of Water Quality and
Resource Recovery
West County Wastewater District

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 California Code of Regulations, title 14, section 15321, subdivision (a)(2).
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Dischargers fail to perform any of their 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 M. White, P.E.
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Mandatory Minimum Penalties

**Dischargers: City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District**

The following table lists the alleged violations for which the Dischargers are 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]
1142171	1/25/2025	Total Suspended Solids (TSS), Percent Removal, Monthly Average (%)	1	85	84	-1%	C1	\$0
1142165	2/1/2025	Total Suspended Solids (TSS), Weekly Average (mg/L)	1	45	49	8%	C2	\$0
1142162	2/8/2025	Biochemical Oxygen Demand (5-day @ 20 Degree Celsius) (BOD ₅), Weekly Average (mg/L)	1	45	63	40%	C3, S	\$3,000
1142161	2/8/2025	TSS, Weekly Average (mg/L)	1	45	150	233%	>C3, S	\$3,000
1142160	2/28/2025	TSS, Percent Removal, Monthly Average (%)	1	85	69	-19%	>C3	\$3,000
1142163	2/28/2025	BOD ₅ , Monthly Average (mg/L)	1	30	50	67%	>C3, S	\$3,000
1142164	2/28/2025	TSS, Monthly Average (mg/L)	1	30	77	157%	>C3, S	\$3,000
1147931	2/28/2025	BOD ₅ , Percent Removal, Monthly Average (%)	1	85	79	-7%	>C3	\$3,000
1143656	4/29/2025	Chlorine, Total Residual (mg/L)	2	1.8	2	26%	>C3, S	\$3,000
1145219	6/21/2025	TSS, Weekly Average (mg/L)	1	45	49	9%	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
 City of Richmond and Richmond Municipal Sewer District No. 1
 West County Wastewater District

1147884	8/16/2025	TSS, Weekly Average (mg/L)	1	45	80	77%	>C3, S	\$3,000
1147887	8/16/2025	BOD ₅ , Weekly Average (mg/L)	1	45	51	12%	>C3	\$3,000
1147886	8/19/2025	<i>Enterococcus</i> , Not to exceed a specific limit in more than 10% of samples within any 30-day period (MPN/100 mL)	[3]	1100	2445	N/A	>C3	\$3,000
1147885	8/31/2025	TSS, Monthly Average (mg/L)	1	30	40	34%	>C3	\$3,000
1148886	9/4/2025	<i>Enterococcus</i> , Not to exceed a specific limit in more than 10% of samples within any 30-day period (MPN/100 mL)	[3]	1100	5370	N/A	>C3	\$3,000
1151728	1/12/2026	<i>Enterococcus</i> , Not to exceed a specific limit in more than 10% of samples within any 30-day period (MPN/100 mL)	[3]	1100	24196	N/A	>C3	\$3,000
1151724	1/17/2026	BOD ₅ , Weekly Average (mg/L)	1	45	78	73%	>C3, S	\$3,000
1151726	1/24/2026	TSS, Weekly Average (mg/L)	1	45	47	5%	>C3	\$3,000
1151723	1/24/2026	<i>Enterococcus</i> , 6-Week Rolling Average (MPN/100 mL)	[3]	290	416	N/A	>C3	\$3,000
1151725	1/24/2026	BOD ₅ , Weekly Average (mg/L)	1	45	52	15%	>C3	\$3,000
1151721	1/31/2026	<i>Enterococcus</i> , 6-Week Rolling Average (MPN/100 mL)	[3]	290	443	N/A	>C3	\$3,000
1151722	1/31/2026	BOD ₅ , Monthly Average (mg/L)	1	30	45	50%	>C3, S	\$3,000
1151727	1/31/2026	TSS, Monthly Average (mg/L)	1	30	32	7%	>C3	\$3,000

Total Mandatory Minimum Penalty: \$63,000

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).

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

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 reported value exceeds the effluent limitation for a Group 1 pollutant.
- [2] The MMP required under Water Code section 13385(h) and/or (i).
- [3] *Enterococcus* bacteria is not categorized as a Group 1 or Group 2 pollutant.

CIWQS Place IDs: 215234, 252657, 272082
WDID: 2 071037001

ATTACHMENT B

Project Description for Supplemental Environmental Project (SEP) for Richmond Watershed Rangers Program

1. Project Name

Richmond Watershed Rangers Program

2. Project Amount

\$39,000 based on the following:

- \$6,500 per class project
- 6 class projects during the 2026 – 2027 school year

3. Project Lead

Earth Island Institute/KIDS for the BAY

KIDS for the BAY is a project of Earth Island Institute (the fiscal sponsor), 501(c)(3) organization.

4. Contacts

Mandi Billinge, Executive Director, KIDS for the BAY,
mandi@kidsforthebay.org, (510) 734-3835

5. Project Description

KIDS for the BAY coordinates and supervises watershed stewardship and trash cleanup projects with local schools on a class-by-class basis. Students perform projects with assistance from their teachers and families, and the primary goal of each project is trash removal from nearby neighborhoods, parks, and waterways (e.g., creeks, lakes, bay and delta shorelines). In the process, KIDS for the BAY raises awareness of watershed health and social behavior that contributes to non-point source pollution.

The Watershed Rangers Program prioritizes projects in disadvantaged and environmental justice communities, as encouraged by the State Water Resources Control Board's (State Water Board) SEP Policy¹ and further discussed in sections 6 and 7. This project serves under-resourced schools in the City of Richmond with more than 50 percent low-income students.

A. Project Components. KIDS for the BAY oversees each class project, of which there are four components: (1) two orientations, (2) a school neighborhood survey and trash cleanup, (3) a watershed habitat/urban open space trash cleanup in an area near the school location, and (4) a creek or Bay field trip and trash cleanup, as described below:

¹ [State Water Resources Control Board Policy on Supplemental Environmental Projects, December 5, 2017.](#)

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

1. **Orientation.** KIDS for the BAY's orientations for each class prepare participants (e.g., students, teachers, parent chaperones) for project work and cover background education, planning field activities and logistics, and safety.
 - a. **Background.** Participants learn about the San Francisco Bay-Delta watershed, including how school neighborhoods connect with water (storm drain system, local creeks, the Bay, and the Pacific Ocean) and how pollutants in stormwater enter and impact this system. Emphasis is placed on water as a precious resource, the benefits of healthy watershed ecosystems to people and wildlife, and citizen actions that protect and improve water quality in their communities, such as by practicing the Five Rs (Reduce, Reuse, Recycle, Rot, and Refuse) to reduce trash, waste, and pollution in the San Francisco Bay watershed.
 - b. **Planning.** Participants prepare for field activities and discuss logistics. KIDS for the BAY Educators explain procedures for conducting a neighborhood survey and picking up trash (e.g., using tongs, separating waste from recyclable materials), record keeping (e.g., identifying locations of storm drains and trash hotspots, documenting the types and volume of trash removed), and disposal or recycling processes. KIDS for the BAY Educators provide guidelines for project logistics that are finalized in close coordination with the classroom teacher to include school logistics (parental consent forms, buddy or staying together plans, parent volunteers, etc.).
 - c. **Safety.** Students receive training on safe field practices that include staying in the public right-of-way (e.g., walking on sidewalks, not trespassing on residential property) and not handling certain types of wastes that may be encountered (e.g., chemical containers, hypodermic needles, sharp objects). Some sharp objects, such as broken glass, may be removed safely by an adult (KIDS for the BAY Educator, class teacher, or parent volunteer).
2. **School Campus and Neighborhood Survey and Trash Cleanups.** Students implement a school campus and neighborhood survey and trash cleanup under KIDS for the BAY direction and supervision. From a walking tour of the school campus and neighborhood, students will identify the number and location of storm drains and the location of any trash hotspots. Trash encountered along the way will be picked up, categorized, counted and recorded on the neighborhood survey sheets provided by KIDS for the BAY. Campus and neighborhood surveys and trash cleanups will take approximately two hours to complete. KIDS for

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

the BAY will dispose of the trash collected at an authorized disposal or recycling facility, such as the school waste management service or a local city waste management center.

KIDS for the BAY will coordinate school campus and neighborhood surveys and trash cleanup with local municipalities. The locations and contents of significant trash hotspots beyond the scope of the Watershed Rangers Program (e.g., large accumulations of trash, illegally dumped large items, trash containing unsafe materials such as hazardous waste, drug paraphernalia) will be reported to local agencies and city services to request cleanup. Students will calculate the total number of gallons of trash collected over the surveyed area and share results with the local Clean Water Program.

- 3. Watershed Habitat Trash Cleanup.** KIDS for the BAY, students, and the classroom teacher will identify (i.e., adopt) a watershed habitat in an urban open space area within walking distance of the school. This area may be a localized area where trash collects (e.g., at a local park, creek, lake, or section of Bay shoreline). If no urban open space area is available within the local watershed, a storm drain grate or collection of storm drains in the neighborhood may be selected. KIDS for the BAY will oversee and supervise the watershed habitat trash cleanup. Each participating class will take a walking field trip to clean up trash at the watershed habitat location. Trash will be picked up, categorized, and counted, and students will calculate the total number of gallons of trash collected and share results with the local Clean Water Program. The same safety rules for trash cleanup beyond the scope of the Watershed Rangers Program apply here as set forth above.

KIDS for the BAY will coordinate additional activities in conjunction with the trash cleanup to help students connect with their watershed habitat or to improve community outreach. For example, activities may include increasing connections with the habitat through a sound map, “meeting” the creek, “meeting” a tree, etc. Through these activities, students will observe, study, explore, and connect with the components of a natural watershed habitat. The “Five Rs Relay Race” activities will teach students about using the Five Rs to reduce trash and waste at the source.

- 4. Creek, Lake, Bay, or Delta Habitat Trash Cleanup.** KIDS for the BAY will oversee and supervise a field trip for each participating class to visit a creek, lake, bay, or delta habitat and clean up trash. Trash will be picked up, categorized, and counted, and students will calculate the total number of gallons of trash collected and share results with the local Clean Water Program. The same safety rules for trash cleanup beyond the scope of the Watershed Rangers Program apply here as

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

set forth above. The cleanup will take approximately one hour to complete. KIDS for the BAY will dispose of the trash collected at an authorized disposal or recycling facility, such as the school waste management service or a local city waste management center.

KIDS for the BAY will coordinate additional activities during this trip to help students learn about and connect with aquatic habitats and ecosystems (e.g., a bay scavenger hunt, short nature hike activity). Students will observe, study, explore, and connect with the components of a natural watershed habitat. Students will complete the Watershed Rangers Program by pledging to make behavior changes, including not littering and practicing the Five Rs to reduce trash and waste in their watershed. Students will write their pledges on environmental pledge cards provided by KIDS for the BAY. They will then share their pledge cards with their classmates and families.

- B. **Reporting.** Once the project start date is determined with the participating school and class, quarterly progress reports will be submitted along with one completion report at the end of the final school year. Table 1 provides the timing and schedule of project activities and due dates for these reports.

Reports will document the trash cleanups and other activities described in the project components and record progress toward project completion. The reports will also cover expenditure justifications (invoices, hourly rates, time sheets, etc.) and project performance measures. Table 1 lists elements of the quarterly reports and the completion report. The Dischargers will submit reports electronically to the following contacts at the San Francisco Bay Regional Water Quality Control Board:

Kerry O'Connor

Kerry.OConnor@waterboards.ca.gov
(510) 622-2460

James Parrish

James.Parrish@waterboards.ca.gov
(510) 622-2381

6. Compliance with SEP Criteria

Trash cleanup is consistent with the Water Boards' mission to preserve, enhance, and restore the water quality and beneficial uses (BUs) of San Francisco Bay and its tributaries. Trash is an environmental pollutant regulated by U.S. EPA National Pollutant Discharge Elimination System (NPDES) permits under a municipal regional stormwater permit and statewide industrial and construction stormwater permits. The Watershed Rangers Program does not replace others' responsibilities for trash management or cleanup but, rather, is intended to provide third-party assistance in reducing the impact of a social issue.

The Watershed Rangers Program is primarily a pollution reduction SEP;

however, project components also include elements of an assessment and audit SEP and an environmental restoration and protection SEP.

- **Pollution Reduction SEP** – Trash cleanup decreases the amount of waste and pollutants discharging to streams and the Bay.
- **Assessments and Audits SEP** – The identification and reporting of trash hotspots to municipalities through a neighborhood survey and the adoption of a local watershed habitat for monitoring and cleanup are a form of environmental quality assessment and study or monitoring program.
- **Environmental Restoration and Protection SEP** – Trash cleanup at a creek or Bay is nonpoint source program implementation that benefits surface water quality and ecosystems.

7. SEP Policy Support

A SEP must directly benefit or study groundwater or surface water quality or quantity and the BUs of the waters of the State. This project meets this criterion through pollution reduction and assessment that contributes to environmental restoration and protection (see item 6, above). The SEP Policy encourages projects (like the Watershed Rangers Program) that serve disadvantaged and environmental justice communities. This program targets areas where trash is prevalent, cleanup resources are limited, and local communities may be less informed about or engaged with environmental protection and watershed stewardship. KIDS for the BAY has more than 30 years of experience serving disadvantaged and environmental-justice communities by partnering with low-income, urban elementary schools in low-income, environmental-justice communities, including in the following school districts: Oakland Unified, West Contra Costa Unified, San Leandro Unified, Hayward Unified, Pittsburg Unified, Martinez Unified, and Mount Diablo.

KIDS for the BAY programs address environmental health and justice issues that affect the communities they partner with, including urban creek and watershed health, pollution, trash and waste, and access to nature. A goal of KIDS for the BAY is equitable access to environmental education and stewardship opportunities for all children, including English Language Learners. Diversity, equity, and inclusion are key guiding principles of KIDS for the BAY programs. To better serve communities, KIDS for the BAY provides internal professional development for staff and strives to develop culturally literate, multicultural environmental leaders. KIDS for the BAY staff receive annual training in diversity, equity, and inclusion; environmental justice; culturally responsive class management; and supporting English language learners. The KIDS for the BAY website's list of staff alumni includes many women as well as 75 percent who identify as people of color.

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

During its 30-year history, KIDS for the BAY has helped to develop a new generation of leaders in environmental education and stewardship.

8. Above and Beyond Discharger's Obligations

This SEP provides no direct benefit to the West County Wastewater District and City of Richmond and Richmond Municipal Sewer District No. 1. The Dischargers have no obligation to provide financial or other support for this project, will receive no direct or indirect benefit for this effort, and will not direct or exercise any control over the project.

9. No Benefit to the Water Board Functions, Members, or Staff

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

10. Nexus to Nature or Location of Violations

Trash is prevalent throughout the San Francisco Bay, and trash cleanup projects have a broad nexus to violations of stormwater permits and other types of violations or discharges that threaten to impair the water quality of San Francisco Bay. Trash cleanups will occur in a San Francisco Bay-Delta watershed and help protect San Francisco Bay water quality and BUs by reducing trash inflow.

11. Project Maintenance

While the project will be completed by the end of the school year, KIDS for the BAY has a separate teacher-training program that provides additional opportunities to the participating classrooms outside this SEP. To provide ongoing support for teachers and continue advancing KIDS for the BAY's mission, KIDS for the BAY staff follow up with partner teachers the year after their participation in the Watershed Rangers Program to review any lessons learned and address the status of the watershed habitat. Staff will invite teachers to participate in a separate program (Blue Watershed Classrooms teacher follow-up support program) to further develop a watershed-friendly, zero-waste classroom and to continue trash cleanup projects in the school neighborhood and at the adopted watershed habitat.

12. California Environmental Quality Act (CEQA) Compliance

This is an environmental stewardship, trash cleanup, and monitoring program for elementary school students and is categorically exempt from CEQA (Cal. Code Regs. Tit. 14, section 15301(h),(i) and section 15333).

13. Project Milestone, Schedule, and Budget

Table 1 lists the primary project milestones, deliverables, and schedule. Table 2 includes the projected cost for each milestone.

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
 City of Richmond and Richmond Municipal Sewer District No. 1
 West County Wastewater District

Table 1. Project Milestones and Deliverables

Due Date	Task Description	Deliverable
November 30, 2026	Project planning: Complete outreach to applicable school districts and engage individual classrooms (teachers). Meet with teachers to set project schedules, sign Letters of Agreement, and distribute informational materials.	None
February 28, 2027	Milestone 1: Complete project orientations (Item 5.A.1) and neighborhood survey and trash cleanup (Item 5.A.2) components. Documentation shall include: <ol style="list-style-type: none"> 1. Narrative description of activities with photographs, including “before and after” photos of trash clean up areas; 2. Google map (or equivalent) showing locations of survey area, trash cleanup areas, and any trash hotspots; 3. Table listing the total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of trash disposal and recycling centers used; and 6. Account for expenditures. 	Quarterly Report 1
April 30, 2027	Milestone 2: Complete the watershed habitat project component (Item 5.A.3). Documentation shall include: <ol style="list-style-type: none"> 1. Narrative description of activities in the local watershed habitat with photos, including “before and after” photos of trash cleanup areas; 2. Google map (or equivalent) showing locations of the trash cleanup areas and any trash hotspots; 3. Table listing total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of any trash disposal and recycling centers used; and 6. Account for expenditures. 	Quarterly Report 2
July 30, 2027	Milestone 3: Complete the creek or Bay trash cleanup project component (Item 5.A.4). Documentation shall include: <ol style="list-style-type: none"> 1. Narrative description of activities in the habitat with photos, including “before and after” photos of trash cleanup areas; 2. Google map (or equivalent) showing locations of the trash cleanup areas and any trash hotspots; 3. Table listing total gallons of trash collected by type; 4. Documentation that trash hotspots were reported to the appropriate local agency and city services for cleanup; 5. Identification of any trash disposal and recycling centers used; and 6. Account for expenditures. 	Quarterly Report 3
September 30, 2027	Completion Report: Submit final report with the following elements: <ol style="list-style-type: none"> 1. Summary of project components reported previously and any new or updated information about trash cleanups and other activities; 2. Discussion of whether and how the project 	Completion Report

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
 City of Richmond and Richmond Municipal Sewer District No. 1
 West County Wastewater District

Due Date	Task Description	Deliverable
	performance measures described in section 15, below, were met, including information on compliance with the project schedule and budget, and/or challenges and reasons for deviations; 3. Table listing trash cleanup data for the entire project, including total gallons removed by type; 4. Google map identification of all locations where trash cleanups occurred; 5. Identification of locations where city services were requested and, if known, completed; and 6. Final post-project accounting of expenditures as described in section 14, below. 7. Certification by a responsible official, signed under penalty of perjury, that the Dischargers completed the SEP in accordance with the terms of this Stipulated Order, as described in sections 3.b. and 6 of the Stipulated Order and section 16, below.	

Table 2. Project Budget by Milestone

Position Title & Other Line Items	Hourly Rate	Hours	Cost
Milestone One & Project Planning			
Executive Director	\$78	16	\$1,248
Program Manager/Environmental Educator	\$36	48	\$1,728
Program Environmental Educators	\$32	235	\$7,520
Communications Coordinator	\$38	18	\$684
KIDS for the BAY overhead costs			\$1,118
Earth Island 15% fiscal sponsor fees			\$1,118
Milestone One Subtotal			\$13,416
Milestone Two			
Executive Director	\$78	12	\$936
Program Manager/Environmental Educator	\$36	20	\$720
Program Environmental Educators	\$32	96	\$3,072
Communications Coordinator	\$38	16	\$608
KIDS for the BAY overhead costs			\$534
Earth Island 15% fiscal sponsor fees			\$534
Milestone Two Subtotal			\$6,404
Milestone Three & Completion Report			
Executive Director	\$75	22	\$1,716
Education Manager	\$38	36	\$1,296
Program Manager/Educator	\$32	96	\$3,072
Program Educators	\$36	24	\$912
Travel – Field Trip Buses			\$9,000
KIDS for the BAY overhead costs			\$1,600
Earth Island 15% fiscal sponsor fees			\$1,600
Milestone Three Subtotal			\$19,196
TOTAL COST			\$39,016

Budget Narrative

This project budget is for six third-, fourth-, or fifth grade classes of students, their teachers, and volunteer family members to complete the Watershed Rangers Program at a cost of \$6,500 per class for one school year.

14. Final Account of Expenditures

The Dischargers will track all costs and include financial data with quarterly reports. The Dischargers will also provide the Regional Water Board with a completion report, submitted under penalty of perjury, that declares SEP completion, addresses how the expected performance measures for the project were met (see section 16), and provides a final accounting of SEP expenditures, as required by Stipulated Order Section III, paragraphs 3.b and 6.

15. Extension if Necessary

The SEP Completion Date is the due date of the final report unless the Executive Officer approves an extension. If an extension is granted, it shall also apply to the reports to the Regional Water Board. If an extension is necessary, KIDS for the BAY shall submit a written request for such an extension to the Regional Water Board's Executive Officer and shall provide the justification for the delay as required by the Stipulated Order at section III.7.

16. Project Performance Measures

The SEP must achieve all the following performance measures to be deemed complete:

1. **Milestone 1:** Submit signed teacher contracts and schedules of activities, collect at least five gallons² of trash for each trash cleanup, submit survey results to the city Clean Water Program, and identify and report the location of any trash hotspots to city services for requested cleanup as applicable.
2. **Milestone 2:** Register adopted watershed habitat, collect at least five gallons² of trash cleaned up from each adopted watershed habitat per class, submit survey results to the city Clean Water Program, and identify and report the location of any trash hotspots to city services for requested cleanup as applicable.
3. **Milestone 3:** Complete creek or Bay field trip, collect at least five gallons² of trash for each creek or Bay habitat cleanup, submit survey

² The number of gallons of trash collected for each cleanup will be around 5 - 20 gallons depending on conditions. The total number of gallons of trash collected for the three locations for each class will be from around 15 - 60 gallons per class, for a total of approximately 250 - 1,000 gallons of trash.

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of Richmond and Richmond Municipal Sewer District No. 1
West County Wastewater District

results to the city Clean Water Program, and identify and report the location of any trash hotspots to city services for requested cleanup as applicable.

4. **Completion Report:** Submit all deliverables to the Regional Water Board meeting the requirements and deadlines set forth in Table 1. Report will include project completion description and how performance measures were met; total trash cleanup summary table for all locations, including total gallons removed; Google map identifying all locations; a summary of city services provided as applicable; and final accounting of expenditures.

The Dischargers will electronically submit all quarterly reports and the completion report to the following contacts:

Kerry O'Connor

Kerry.OConnor@waterboards.ca.gov
(510) 622-2460

James Parrish

James.Parrish@waterboards.ca.gov
(510) 622-2381

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