

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

In the matter of:)	
)	
CITY OF PETALUMA)	SETTLEMENT AGREEMENT AND
)	STIPULATION FOR ENTRY OF
Violation of the Sanitary Sewer)	ADMINISTRATIVE CIVIL LIABILITY
Order: Failure to Comply with)	ORDER
Reporting Requirements and)	
Discharge of Untreated Sewage to)	ORDER R2-2017-1025
Surface Water)	

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board) on behalf of the Regional Water Board Prosecution Staff (Prosecution Staff) and the City of Petaluma (“Discharger”) (collectively, Parties). The Order is presented to the Regional Water Board, or its delegate, for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Order resolves the violations alleged herein by the imposition of administrative civil liability against the Discharger in the amount of **\$235,200**.

Section II: RECITALS

1. From July 31, 2012, through January 19, 2016, for sanitary sewer overflows (SSOs) less than 1,000 gallons, the Discharger is alleged to have failed to comply with the reporting requirements of the amendments to the Monitoring and Reporting Program (MRP) of the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ (Sanitary Sewer Order). The details of those reporting violations are described in Attachment A to this Order, which is hereby incorporated by reference.
2. On December 11, 2014, the Discharger discharged a total of 521,760 gallons of untreated sewage at four locations as the result of inadequate collection system capacity during a storm and failed to timely submit a technical report for the SSOs by the due date of January 25, 2015, as required by Provision C.5 of State Water Board Order WQ 2013-0058-EXEC (2013 MRP).¹ The SSOs discharged to the Petaluma River, a water of the United States. Prohibition C.1 of the Sanitary Sewer Order prohibits any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States. See Attachment A for more detail.

¹ The State Water Board adopted Order WQ 2013-0058-EXEC on August 6, 2013, which amended the monitoring, record keeping, reporting, and public notification requirements for the Sanitary Sewer Order, and became effective on September 9, 2013.

3. These alleged violations of the Sanitary Sewer Order and MRP constitute violations of the California Water Code (Water Code) for which discretionary penalties may be assessed pursuant to Water Code sections 13385 and 13268.
4. The Parties have engaged in settlement negotiations and agree to settle this matter without administrative or civil litigation by presenting this Order to the Regional Water Board, or its delegate, for adoption as an order pursuant to Government Code section 11415.60. To resolve by consent the alleged violations of the Water Code without further administrative or civil proceedings, the Parties agree to the imposition of **\$235,200** in administrative civil liability. The administrative civil liability imposed for the Water Code violations is the proposed liability the Prosecution Team calculated and asserted using Steps 1 through 10 of the State Water Resources Control Board's Water Quality Enforcement Policy (May 2010) (Enforcement Policy) as shown in Attachment A.
5. The Prosecution Staff asserts that the resolution of the alleged violations is fair, is reasonable, and fulfills its enforcement objectives such that no further action is warranted concerning the specific violations alleged except as provided in this Order, and that this Order is in the best interest of the public.

Section III: STIPULATIONS

The Parties stipulate to the following:

6. **Administrative Civil Liability:** The Discharger hereby agrees to a Stipulated Administrative Civil Liability totaling **TWO HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED DOLLARS (\$235,200)**. Of the Stipulated Administrative Civil Liability, one hundred seventeen thousand and six hundred dollars (\$117,600) shall be remitted by check made payable to the *State Water Pollution Cleanup and Abatement Account* no later than 30 days following the execution of this Order. The check shall reference the Order number indicated on page one of this Order. The Discharger shall send the original signed check to the following address and shall send notification of payment to the Office of Enforcement (email to naomi.kaplowitz@waterboards.ca.gov) and the Regional Water Board (email to michael.chee@waterboards.ca.gov).

State Water Resources Control Board
1001 I Street 18th Floor
Sacramento, California 95814
ATTN: Accounting Office

7. **Supplemental Environmental Project:** The Parties agree that one hundred seventeen thousand and six hundred dollars (\$117,600) of the Stipulated Administrative Civil Liability shall be suspended pending the completion of the Supplemental Environmental Project ("SEP") described in this paragraph and Attachment B. The suspended portion shall be referred to as the SEP Amount and treated as a Suspended Administrative Civil Liability until project completion for purposes of this Order. The Regional Water Board is entitled to recover any SEP funds not expended in accordance with this Order or Attachment B.

Detailed project descriptions, including milestones, budget, and performance measures, are attached hereto as Attachment B – SEP Proposal and incorporated herein by reference.

- A. **Proposed SEP “Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma”:** The Discharger proposes to enhance existing efforts to remove trash and debris from the Petaluma River and its watershed by expanding annual cleanup event efforts led by the Friends of the Petaluma River, and by supporting Petaluma Police Department’s (PPD’s) efforts to identify and cleanup homeless encampments. The SEP is a coordinated effort of the City Public Works & Utilities Department, PPD, Friends of the Petaluma River, and Petaluma Refuse & Recycling. The Discharger will substantially increase its level of involvement in the existing river cleanup events for two years, and improve existing infrastructure to assist in trash collection. The Discharger will also purchase equipment to allow PPD to expand its program to cleanup homeless encampments. The location of this SEP has a nexus to the locations of the violations. This SEP is being proposed as part of the settlement of multiple SSOs that occurred in 2014 and 2016, and subsequent failures to submit SSO reports. The violations occurred within the City of Petaluma and resulted in discharges of sewage to the City’s stormwater system and then to the Petaluma River.
- B. **Representation of the Discharger:** As a material consideration for the Regional Water Board’s acceptance of this Order, the Discharger represents that it will use the funds outlined in Paragraph 7 to implement the SEP in accordance with the SEP Proposal set forth in Attachment B and this Order. The Discharger understands that its promise to implement the SEP in accordance with the schedule for implementation is a material condition of this settlement of liability between the Parties.
- C. **Request for Extension of SEP Completion Deadlines:** If the Discharger cannot meet any of the SEP completion deadlines due to circumstances beyond Discharger’s anticipation or control, the Discharger shall notify the Executive Officer and the Regional Water Board representative designated in Paragraph 9 in writing within 30 days of the date the Discharger first knows of the event or circumstance that caused or could cause a violation of this Order. The notice shall describe the reason for the nonperformance and specifically refer to this paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated compliance date. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

The Executive Officer will determine whether the circumstances are beyond the reasonable control of the Discharger and its agents. Where the Executive Officer concurs that compliance was or is impossible despite the timely good faith efforts of the Discharger due to circumstances beyond the control of the Discharger that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger, the Executive Officer shall establish a new compliance

deadline by written letter. The Executive Officer will endeavor to grant a reasonable time extension if warranted.

- D. **SEP Oversight:** The Discharger agrees to oversee implementation of its SEP as described in Paragraph 7 and Attachment B.
- E. **SEP Publicity:** If the Discharger publicizes the SEP or results of the SEP, it will state in a prominent manner that the project is being undertaken as part of a stipulated settlement of a Regional Water Board enforcement action.
- F. **Submission of SEP Monitoring Reports:** The Discharger agrees to submit reports to the Regional Water Board, a third party oversight organization (San Francisco Estuary Partnership), and the State Water Board's Office of Enforcement. Reports are due according to the schedule shown in Table 5 of Attachment B, starting with the first full calendar quarter after SEP approval and ending with the final report. Quarterly reports will include information relating to SEP implementation progress.
- G. **Audits and Certification of SEP Completion**
 - i. **Certification of Completion:**

Within 30 days of SEP completion, the Discharger shall submit a certified statement of SEP completion ("Certification of Completion"). The Discharger's authorized representative shall submit the Certification of Completion under penalty of perjury to the Regional Water Board representative designated in Paragraph 9 below.
 - ii. The Certification of Completion shall include the following:
 - a) **Certification of Expenditures:**

The Discharger shall certify documentation of all expenditures for which it pays. The expenditures may include external payments to outside vendors or contractors implementing the SEP. If applicable, the expenditures may include the costs of internal environmental management resources and internal business unit resources, provided that such expenditures are directly related to SEP development and implementation. The official making such certification may rely upon normal company and project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. The Discharger shall provide any additional information requested by Regional Water Board staff that is reasonably necessary to verify SEP expenditures.
 - b) **Certification of Performance of Work:**

The Discharger shall certify documentation that the SEP has been completed in accordance with the terms of this Order. Such documentation may include photographs, invoices, receipts, certifications, and other material reasonably

necessary for the Regional Water Board to evaluate SEP completion and the SEP-related costs the Discharger incurs.

- c) Certification that Work Performed on the SEP Met or Exceeded Requirements of CEQA and other Environmental Laws (where applicable):

Unless the Discharger is exempt from compliance with CEQA, the Discharger shall, before the SEP implementation date, consult with other interested State agencies regarding potential environmental impacts of the SEP. Other interested State agencies may include, but may not be limited to, the California Department of Fish and Wildlife. To ensure compliance with CEQA where necessary, the Discharger shall provide the Regional Water Board with the following documents:

1. Categorical or statutory exemptions;
2. Negative Declaration (if there are no significant environmental impacts);
3. Mitigated Negative Declaration (if there are potentially significant environmental impacts but revisions to the project have been made to avoid or mitigate those impacts);
4. Environmental Impact Report (if there are significant environmental impacts).

- iii. Third Party Audit:

If the Regional Water Board representative designated in Paragraph 9, below, obtains information that causes the representative to reasonably believe that the Discharger has not expended money in the amounts claimed by the Discharger, or has not adequately completed any of the work in the agreed upon SEP, the designated representative may require, and the Discharger shall submit, at its sole cost, a report prepared by an independent third party stating that, in its professional opinion, the Discharger has expended money in the amounts claimed by the Discharger. In the event of such an audit, the Discharger agrees that it will provide the third party auditor with access to all documents the auditor requests. The Discharger shall provide such information to the designated representative within three months of the completion of the Discharger's SEP obligations.

- H. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Order, including the completion of the SEP and any audit, the Regional Water Board representative designated in Paragraph 9 shall request that the Regional Water Board, or its delegate, issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any further obligation of the Discharger under this Order.

- I. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved SEP:** In the event that the Discharger is unable to demonstrate to the reasonable satisfaction of the Regional Water Board representative designated in Paragraph 9 that the SEP amount listed in Paragraph 7 has been spent for the SEP, the Discharger shall pay the difference between the SEP amount at issue and the amount the Discharger can demonstrate was actually spent on the SEP as an administrative civil liability.
- J. **Failure to Complete the SEP:** If the SEP is not fully implemented within the corresponding completion period required by this Order and the Executive Officer has not granted an extension pursuant to Paragraph 7.C above, the Regional Water Board representative designated in Paragraph 9 shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof. Alternatively, the Discharger may be compelled to complete the SEP. The Prosecution Staff may act as follows:

- i. The Prosecution Team may elect payment of the Suspended Liability

The Discharger may not be entitled to any credit, offset, or reimbursement from the Regional Water Board for SEP expenditures made prior to the date of the “Notice of Violation.” The amount of the Suspended Liability owed shall be determined via a “Motion for Payment of Suspended Liability” before the Regional Water Board or its delegate. In the event that the Discharger is liable for payment of the Suspended Liability, the Regional Water Board will not include in the amount of the Suspended Liability owed that portion of the SEP amount that the Regional Water Board finds to have been expended in a timely manner in compliance with the SEP described in Attachment B. Upon a Regional Water Board determination of the amount of the Suspended Liability assessed, the Discharger shall pay the amount owed to the *State Water Pollution Cleanup and Abatement Account* within 30 days after receipt of service of the Regional Water Board’s determination. In addition, the Discharger, in the event that it is liable for Suspended Liability, shall also be liable for the Regional Water Board’s reasonable enforcement costs, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Discharger’s obligation to implement the SEP.

- ii. The Prosecution Staff may elect to enforce the SEP

The Prosecution Staff may file a Motion to Enforce the SEP before the Regional Water Board or its delegate against the Discharger. Upon Regional Water Board identification of the remaining SEP work to be performed, the Discharger agrees that the Regional Water Board may order the Discharger to perform that work.

- iii. Claims between the Discharger and its contractors

Any claims for reimbursement, costs (other than the payment by the Discharger of the SEP Amount pursuant to Paragraph 7), or disputes between the Discharger

and any of its contractors are outside the scope of this Order and shall be handled as between the Discharger and the contractor.

- K. **Regional Water Board Not Liable:** Neither the Regional Water Board members nor Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to any person or property resulting from acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Order. Neither the Regional Water Board members nor Regional Water Board staff, attorneys, or representatives shall 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 Order.
- L. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim or claims against any State agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the allegations, this Order, or the SEP. This provision does not preclude the Discharger from opposing a Notice of Violation or Motion brought under Paragraph 7.J.
8. **Compliance with Applicable Laws:** The Discharger understands that payment of the administrative civil liability in accordance with the terms of this Order does not relieve the Discharger of its need to comply with applicable laws and that new violations of the type alleged may subject it to further enforcement, including additional administrative civil liability.
9. **Party Contacts for Communications related to the Order:**

For the Regional Water Board Staff:

Michael Chee, Water Resource Control Engineer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612
michael.chee@waterboards.ca.gov
(510) 622-2300

Naomi Kaplowitz, Attorney
Office of Enforcement
State Water Resources Control Board
801 K Street, Suite 2300
Sacramento, CA 95814
Naomi.Kaplowitz@waterboards.ca.gov
(916) 341-5677

For the Discharger:

Kent Carothers, City Engineer
City of Petaluma
202 N. McDowell Blvd
Petaluma, CA 94954
kcarothers@ci.petaluma.ca.us
(707) 778-4580

Chelsea Thompson, Environmental Analyst
City of Petaluma
3890 Cypress Drive
Petaluma, CA 94954
cthompson@ci.petaluma.ca.us
(707) 776-3728

Jordan Green, Assistant City Attorney
City of Petaluma
11 English Street
Petaluma, CA 94952
jgreen2ci.petaluma.ca.us
(707) 778-4565

10. **Attorney's Fees and Costs:** The Discharger shall bear its own attorneys' fees and costs arising from its own counsel in connection with the matters set forth in this Order. The Regional Water Board shall bear its own fees and costs beyond the amounts paid pursuant to this Order and shall not seek them from the Discharger.
11. **Matters Addressed by Order:** Upon the Regional Water Board's adoption of this Order, this Order represents a final and binding resolution and settlement of all the violations alleged, and all other claims, violations, or causes of action that could have been asserted against the Discharger by the Prosecution Staff as of the effective date of this Order based on the specific facts alleged in this Order. The provisions of this paragraph are expressly conditioned on the payment of the administrative civil liability and the SEP funding as provided above.
12. **Public Notice:** The Discharger understands that the Regional Water Board will conduct a 30-day public review and comment period prior to consideration and adoption of the Order. If significant new information is received that reasonably affects the propriety of presenting this Order to the Regional Water Board for adoption, the Assistant Executive Officer may unilaterally declare this Order void and decide not to present it to the Regional Water Board. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Order.
13. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Regional Water Board's adoption of this settlement by the Parties and review by the public, as reflected in this Order, will be adequate.

14. **Denial of Liability:** Neither this Settlement Agreement (including all Attachments), nor any payment made pursuant to the Order, shall constitute evidence of, or be construed as, a finding, adjudication, or acknowledgement of any fact, law, or liability, and shall not be construed as an admission by the Discharger that it violated any law, rule, or regulation. However, this Order and/or any payments pursuant to this Order may constitute evidence in actions seeking compliance with this Order. The Water Boards may also use this Order as evidence of a history of violations in future enforcement actions by the Water Boards against the Discharger.
15. **No Waiver of Right to Enforce:** The failure of the Prosecution Staff or the Regional Water Board to enforce any provision of this Order shall in no way be deemed a waiver of such provision, nor in any way affect the validity of the Order. The failure of the Prosecution Staff or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Order.
16. **Procedural Objections:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Order by the public is lawful and adequate. In the event that procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable.
17. **Interpretation:** This Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
18. **Modification:** This Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board.
19. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board on a future date, after reasonable notice and opportunity for preparation, 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 such a hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to, the following:
 - A. Objections related to prejudice or bias of any Regional Water Board members or their advisors, and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the allegations in this matter; or,

- B. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent that this period has been extended by these settlement proceedings.
20. **Waiver of Hearing:** The Discharger has been informed of the rights provided by California Water Code section 13323(b) and, subject to this paragraph, hereby waives its right to a hearing before the Regional Water Board prior to the adoption of this Order. This waiver will not apply if the Order does not take effect.
21. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of this Order as written for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate-level court. This waiver will not apply if the Order does not take effect.
22. **Authority to Bind:** Each person executing this Order in a representative capacity represents and warrants that he or she is authorized to execute this Order on behalf of and to bind the entity on whose behalf he or she executes the Order.
23. **No Third Party Beneficiaries:** Except as described in this Order, this 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 Order for any cause whatsoever.
24. **Effective Date:** This Order shall be effective and binding on the Parties on the date that the Regional Water Board enters the Order.
25. **Counterpart Signatures:** This 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.
26. **Severability:** The provisions of this Order are severable, and if any provision is found invalid, the remainder shall remain in full force and effect.

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order
City of Petaluma

IT IS SO STIPULATED

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



Date: July 6, 2017

By:

Thomas Mumley
Assistant Executive Officer

Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order
City of Petaluma

CITY OF PETALUMA

Date: 7/6/17

By: 

John Brown, City Manager
City of Petaluma

ATTACHMENT A: Administrative Civil Liability Factors
ATTACHMENT B: SEP Proposal

Section IV: Findings of the Regional Water Board²

27. The Regional Water Board incorporates Paragraphs 1 through 26 above by this reference as if set forth fully herein.
28. In accepting this settlement, the Regional Water Board has considered, where applicable, each of the factors prescribed in California Water Code sections 13327. The Regional Water Board's consideration of these factors is based upon information obtained by Regional Water Board staff in investigating the allegations.
29. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.) in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.
30. The Regional Water Board's Executive Officer is hereby authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.
31. Fulfillment of the Discharger's obligations under this Order constitutes full and final satisfaction of any and all liability for each claim in accordance with the terms of this Order.
32. The attached Agreement between the Assistant Executive Officer and the Discharger is approved pursuant to Government Code section 11415.60 and is incorporated by reference into this Order.

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

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

Date

² These findings by the Board or its delegate may be modified prior to adoption without requiring amendment of the settlement agreement between the Parties.

Attachment A
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order
City of Petaluma

Factors in Determining Administrative Civil Liability

CITY OF PETALUMA SANITARY SEWER OVERFLOWS (SSOs) AND REPORTING VIOLATIONS PETALUMA, SONOMA COUNTY

The State Water Resources Control Board Water Quality Enforcement Policy (Enforcement Policy) establishes a methodology for assessing administrative civil liability. Use of the methodology addresses the factors required by Water Code sections 13327 and 13385, subdivision (e). Each factor in the Enforcement Policy and its corresponding category, adjustment, and amount for the alleged violation is presented below. The Enforcement Policy should be used as a companion document in conjunction with this administrative civil liability assessment since the penalty methodology and definition of terms are not replicated herein. The Enforcement Policy is at:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

ALLEGED VIOLATIONS

- I. From July 31, 2012, through January 19, 2016, for SSOs less than 1,000 gallons, the City of Petaluma (Discharger) failed to do the following as required by amendments to the Monitoring and Reporting Program (MRP) of the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, State Water Resources Control Board (State Water Board) Order 2006-0003-DWQ (Sanitary Sewer Order¹):
 - a. Timely report and certify four Category 1² SSOs with estimated discharges of 15 to 400 gallons. Provision A.4 of Order WQ 2008-0002-EXEC (2008 MRP³) of the Sanitary Sewer Order required the Discharger to submit an initial report of a Category 1 SSO into CIWQS within three business days of the Discharger becoming aware of the SSO, and then to certify the report within 15 calendar days of the conclusion of response and remediation. Provisions C.4.i.a and C.4.i.b of Order WQ 2013-0058-EXEC (2013 MRP⁴) of the Sanitary Sewer Order continues this requirement by requiring the Discharger to submit a draft report of a Category 1 SSO into CIWQS within three business days of the Discharger becoming aware of the SSO, and then to certify the report within 15 days of the SSO end date. For this assessment, penalties are included for the report certification

¹ The Sanitary Sewer Order requires reporting to the Regional and State Water Boards through the California Integrated Water Quality System (CIWQS).

² Order WQ 2008-0002-EXEC (2008 MRP) defines a Category 1 SSO as a discharge of sewage that (A) equals or exceeds 1,000 gallons, (B) results in a discharge to a drainage channel and/or surface water, or (C) discharges to a storm drainpipe and was not fully captured and returned to the sanitary sewer system. The 2013 MRP defines a Category 1 SSO as a discharge of sewage that (a) reaches surface water and/or a drainage channel tributary to surface water, or (b) reaches a municipal separate stormwater sewer system (MS4) and is not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of sewage not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated stormwater or groundwater infiltration basin.

³ The 2008 MRP was effective February 20, 2008, to September 8, 2013.

⁴ The 2013 MRP became effective September 9, 2013.

violations only, not for the initial report requirement, because the two violations are substantially similar.

- b. Timely report five Category 2 SSOs with estimated discharges of 6 to 30 gallons.⁵ Provision A.5 of the 2008 MRP required the Discharger to report a Category 2 SSO into CIWQS within 30 days after the end of the calendar month in which the SSO occurred.
- c. Timely submit certified reports for 21 Category 3⁶ SSOs with estimated discharges of 1 to 50 gallons. Provision C.4.ii of the 2013 MRP requires the Discharger to submit certified Category 3 SSO reports into CIWQS within 30 calendar days of the end of the calendar month in which the SSO occurred.

The violations related to Category 2 and 3 SSOs are similar.⁷ For assessment purposes, penalties are assessed for the 8 most recent violations out of the 26 total violations (i.e., those occurring after January 1, 2015). While the Regional Board has the discretion to assess administrative civil liability for all 26 of these violations, the Prosecution Team believes that assessing liability for 8 of the 26 violations is just and will serve to create an appropriate deterrent against future violations.

- II. On December 11, 2014, the Discharger discharged a total of 521,760 gallons of untreated sewage at four locations due to inadequate collection system capacity during a storm, resulting in two violations of the Sanitary Sewer Order as described below:
 - a. The Discharger failed to timely submit a technical report for the SSOs by the due date of January 25, 2015. Provision C.5 of the 2013 MRP required the Discharger to submit an SSO Technical Report into CIWQS for any SSO in which at least 50,000 gallons is spilled to surface waters. The discharges at the four locations were each greater than 50,000 gallons and each constitutes an individual SSO. But since these four SSOs were due to a single cause—insufficient collection system capacity resulting from the same storm—for assessment purposes, penalties are included for one of these four reporting violations.
 - b. The SSOs discharged to the Petaluma River, a water of the United States. Prohibition C.1 of the Sanitary Sewer Order prohibits any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States.

Table 4 provides details of each SSO reporting and certification violation described in section I; Table 5 provides details of the December 11, 2014, SSOs and related technical report violations described in section II. Subsequent to a February 9, 2016, audit by Regional Water Board staff, the Discharger corrected its SSO reporting and certification violations on March 1, 2016, and submitted the required technical report on June 30, 2016.

For the above violations, the Discharger is subject to administrative civil liabilities pursuant to Water Code sections 13268(b)(1) and 13385.

⁵ The 2008 MRP defines a Category 2 SSO as an SSO not classified as a Category 1 SSO; it does not require a separate certification.

⁶ The 2013 MRP defines a Category 3 SSO as an SSO with a volume of less than 1,000 gallons that does not reach surface water; it requires only a certified report instead of both a draft and certified report as required for Category 1 SSOs.

⁷ Category 2 and 3 SSOs are less than 1,000 gallons and do not reach surface water.

Table 1 – Penalty Factors Steps 1-4 for Reporting Violations

PENALTY FACTOR	ASSESSMENT	DISCUSSION
Per Day Factor for Non-Discharge Violations	0.3	<p>The following assessment is based on Table 3 of the Enforcement Policy, which addresses the degree of deviation from requirement and the potential for harm.</p> <p><u>Violation I - Failure to timely report and certify SSOs:</u></p> <p>Deviation from Requirement — Major A “major” deviation from requirement is selected for the reporting and certification violations. The Enforcement Policy defines “major” deviation as “the requirement has been rendered ineffective.” The Discharger did not report and certify these SSOs until the violations were noted during a Regional Water Board audit.</p> <p>The main purpose of the reporting requirement is to allow Regional Water Board staff to assess the cause and potential impacts from an SSO to determine whether additional information or follow-up actions may be necessary. Failing to report SSOs prevents the Regional Water Board from making such determinations. Therefore, the reporting requirement was rendered ineffective.</p> <p>The main intent of the timely certification requirement is to ensure accurate and complete information in CIWQS, such as the Discharger’s SSO rate.⁸ The State and Regional Water Boards convert this SSO information into various metrics to assess and compare collection system performance, which, in turn, guides Water Board priorities for follow up actions. This intent was rendered ineffective by the Discharger’s failure to report.</p> <p>Potential for Harm — Minor A “minor” potential for harm is selected because all the SSOs involved in the violations were small in volume (1 to 400 gallons) and posed only a minor threat to beneficial uses.</p> <p>For the four Category 1 SSOs, the lower range Per Day Factor of 0.3 is selected because the reporting violations were associated with small volumes of sewage that discharged to surface water (15 to 400 gallons). For the eight Category 2 and 3 SSOs, the same Per Day Factor is selected because the related reporting violations were associated with SSOs that discharged to land (1 to 50 gallons).</p> <p><u>Violation II.a- Failure to timely submit technical report:</u></p> <p>Deviation from Requirement — Major A “major” deviation from requirement is selected because the Discharger did not timely submit the Technical Report until 522 days after the due date, and therefore, the reporting requirement was rendered ineffective in its essential function.</p> <p>One of the primary intents of the Technical Report requirement is for a discharger to timely conduct within 45 days a detailed analysis to determine the SSO cause and identify corrective and preventative measures so as to plan collection system improvements to reduce and prevent future SSOs. Another intent of the technical report is for a discharger to investigate and report on the water quality impacts from an SSO greater than 50,000 gallons. This type of information is valuable to</p>

⁸ The SSO rate is the number of SSOs per 100 miles of collection system pipe.

City of Petaluma SSOs and Reporting Violations
Attachment A - Administrative Civil Liability Factors

PENALTY FACTOR	ASSESSMENT	DISCUSSION
	0.35	<p>the Water Board and public.</p> <p>Analyzing an SSO so many days after the fact reduces the effectiveness of the analysis and delays future planning and implementation of necessary corrective actions.</p> <p>Potential for Harm — Minor A “minor” potential for harm is selected because, although the delay in submitting the December 11, 2014, SSO Technical Report denied the Water Board and public an opportunity to assess the water quality impact in a timely fashion, the actual harm or threat of harm to beneficial uses was likely minor. Insufficient capacity during wet weather would be short-term, and SSOs would be diluted with inflow and infiltration, and quickly diluted by high Petaluma River flows. Further, the Discharger has previously identified and is implementing capital improvement program projects that will address insufficient capacity during wet weather, which was the cause of the December 11, 2014, SSOs. The Discharger’s SSO Technical Report would only have reiterated issues the Discharger had already identified.</p>
Total Days	3034; 1684; 522	<p>The violation periods for each of the four late-certified Category 1 SSO CIWQS reports run from the report due dates of January 7, 2013; April 10, 2013; December 19, 2013; and February 3, 2016; through March 1, 2016, when the Discharger certified the reports. The days of violation total 3,877.</p> <p>The violation periods for the late-certified Category 2 and 3 SSO CIWQS reports run from the report due dates of the eight most recent violations: January 30, 2015; April 30, 2015; April 30, 2015; July 30, 2015; July 30, 2015; September 30, 2015; December 30, 2015, and; January 30, 2016. The periods end March 1, 2016, when the Discharger certified the reports. The days of violation total 1,684.</p> <p>The violation period for the late SSO technical report submittal runs from January 25, 2015 (the due date) through June 30, 2016, when the Discharger submitted the report into CIWQS. The days of violation totals 522.</p>
Multiple Day Violation Reduction	143; 103; 23	<p>In accordance with the Enforcement Policy, the reporting and certification violations qualify for a multiple day violation adjustment because they lasted more than 30 days and did not result in an economic benefit on a daily basis (see “Economic Benefit” below).</p> <p>For the multiple day violation adjustment, the Enforcement Policy provides that an initial liability shall, at a minimum, be assessed for the first day of violation, plus each five-day period until the 30th day, plus each 30-day period of violation thereafter.</p> <p>Applying this alternative calculation results in reductions from 3,877 days to 143 days, 1684 days to 103 days, and 522 to 23 days.</p>
Statutory Max Per Day	\$1,000	The statutory maximum per-day liability is \$1,000 per Water Code section 13268.
Initial Liability	\$81,850	<p>The initial liability is determined by adding the liability for each violation group as follows: Each liability = (per day factor) x (maximum per day liability, \$1,000) x (number of adjusted days of violation).</p> <p>$\\$81,850 = (0.3 \times 246 \text{ days} \times \\$1,000/\text{day}) + (0.35 \times 23 \text{ days} \times \\$1,000/\text{day})$</p>

PENALTY FACTOR	ASSESSMENT	DISCUSSION
Adjustments for Discharger Conduct		
Culpability	1.1	A higher than neutral culpability is appropriate because the Discharger is responsible for compliance with the Sanitary Sewer Order, including the timely submittal of reports, and the Order has been in effect for nearly a decade. While the definitions and timeframes for reporting have changed slightly over the years (e.g., in 2008 and 2013), the Sanitary Sewer Order’s essential requirements have applied to all SSOs, including SSOs less than 1,000 gallons, since its adoption back in 2006.
Cleanup and Cooperation	1	A neutral cleanup and cooperation factor is appropriate because the Discharger returned to compliance by submitting the final certified SSO reports into CIWQS for the 30 SSOs within a couple weeks after Regional Water Board staff informed the Discharger of these violations. In addition, the Discharger submitted the required Technical Report on June 30, 2016.
History of Violations	1	A neutral history of violations factor is appropriate because available evidence does not indicate that the Discharger has a history of SSO non-reporting.
Total Base Liability	\$90,035	Each applicable factor relating to the Discharger’s conduct is multiplied by the initial liability for each violation to determine the Total Base Liability . \$90,035 = (\$81,850 x 1.1 x 1 x 1)

Table 2 – Penalty Factors Steps 1-4 for December 11, 2014, SSOs

PENALTY FACTOR	ASSESSMENT	DISCUSSION
Harm or Potential Harm to Beneficial Uses for Discharge Violations	1	Harm or Potential for Harm — Minor A “minor” potential for harm is selected for the four capacity-related SSOs because the impacts fit the Enforcement Policy definition for minor harm (“no observed impacts but potential impacts ... with no appreciable harm”). The San Francisco Bay Water Quality Control Plan designates the following beneficial uses of the Petaluma River: cold freshwater habitat (COLD), estuarine habitat (EST), fish migration (MIGR), preservation of rare and endangered species (RARE), fish spawning (SPWN), warm freshwater habitat (WARM), wildlife habitat (WILD), water contact recreation (REC1), noncontact water recreation (REC2), and navigation (NAV). The discharges were diluted with high wet weather river flows, thus minimizing impacts to aquatic life and habitat uses in the river. Recreational uses are typically less during wet weather.
Physical, Chemical, Biological, or Thermal Characteristics (Degree of Toxicity)	3	Degree of Toxicity — Above Moderate An “above moderate” degree of toxicity is selected because the capacity-related SSOs, though diluted with infiltration and inflow, were not treated, potentially toxic to aquatic organisms, and contained bacteria at levels exceeding human health standards. Therefore, the discharges posed an above moderate risk to potential receptors.
Susceptibility to Cleanup or Abatement	1	Susceptibility to Cleanup — No Less than 50 percent of the capacity-related SSOs was amenable to cleanup or containment because the collection system, storm drains, and river were fully flowing at the time.

PENALTY FACTOR	ASSESSMENT	DISCUSSION
Per Gallon Factor for Discharge Violations	0.15	<p>The following assessment is based on Table 2 of the Enforcement Policy, which addresses the degree of deviation from requirement and the potential for harm.</p> <p><u>Violation II.b – Discharge to Surface Water:</u></p> <p>Deviation from Requirement — Major Prohibition C.1 of the Sanitary Sewer Order prohibits discharge of untreated sewage to waters of the United States. By discharging to waters of the United States, the SSOs rendered this prohibition ineffective in its essential functions.</p>
Adjustment for High Volume Discharges	\$2/gal	The Enforcement Policy allows for an adjustment of the liability to as low as \$2 per gallon, rather than \$10 per gallon, for high volume discharges, such as can occur for sewage spills, provided the adjustment "...does not result in an inappropriately small penalty." The four SSOs totaled over 0.5 million gallons, which is a high volume. Application of an adjusted liability of \$2 per gallon does not result in an inappropriately small penalty.
Per Day Factor	0.15	<p>The following assessment is based on Table 3 of the Enforcement Policy, which addresses the degree of deviation from requirement and the potential for harm.</p> <p>Deviation from Requirement — Major Prohibition C.1 of the Sanitary Sewer Order prohibits discharge of untreated sewage to waters of the United States. By discharging to waters of the United States, the SSOs rendered this prohibition ineffective in its essential functions.</p>
Days	4	One day of violation was calculated for each of the four SSOs.
Statutory Max Per Day	\$10,000	The statutory maximum per-day liability is \$10,000 per Water Code section 13385.
Initial Liability	\$161,328	The initial liability is determined by adding liability for each of the four SSOs as follows: Each liability = [(per gallon factor) x (gallons discharged to surface water minus 1,000 gallons)] + [(per day factor) x (maximum per day liability, \$10,000) x (days of SSO duration)].
Adjustments for Discharger Conduct		
Culpability	1.0	A neutral culpability is appropriate because the Discharger is currently taking steps to address its insufficient capacity by implementing a capital improvement project (Petaluma Boulevard South Sewer Trunk Main) scheduled for completion by June 30, 2017. While implementing the project earlier may have prevented the violations, the project time schedule is reasonable. Therefore, the Discharger acted with the due standard of care.
Cleanup and Cooperation	1	A neutral cleanup and cooperation factor is appropriate because the Discharger was cooperative during investigations and submitted the Technical Report for the SSOs on June 30, 2016.
History of Violations	1	A neutral history of violations factor is appropriate because the Regional Water Board has not previously taken enforcement against the Discharger for SSOs.
Total Base Liability	\$161,328	Each applicable factor relating to the Discharger's conduct is multiplied by the initial liability for each violation to determine the Total Base Liability .

Table 3. Penalty Methodology Steps 5-10 for All Violations

Sum of Total Base Liabilities	\$251,363	The sum of the Total Base Liabilities from Tables 1 (\$90,035) and 2 (\$161,328) is \$251,363.
Ability to Pay and Continue in Business	No adjustment	The Discharger operates a wastewater enterprise fund for operation and maintenance of its collection system. According to the Discharger’s 2015 Consolidated Annual Financial Statement, the fund operates with a positive net operating income of approximately \$295,000. At the time that the financial statement was published, the fund had cash assets in excess of \$33 million, with an unrestricted fund balance of \$29.5 million. Based on this information, the Discharger has the ability to pay the proposed liability.
Other Factors as Justice May Require	Decrease by \$16,200	<p>Staff Costs (None) The costs of investigation and enforcement could be added to the liability amount. However, the Prosecution Team has chosen not to include these staff costs.</p> <p>Private Sewer Lateral Program (Decrease by \$12,600) The Prosecution Team has decreased the proposed penalty by 5 percent because the Discharger has a lateral replacement program designed to assist homeowners in replacing defective laterals. Since 2012, on its own initiative, the Discharger has allocated \$50,000 per year to fund this program. Regional Water Board Resolution R2-2005-0059 declares support for local programs that inspect and rehabilitate private sewer laterals, and states that the Regional Water Board will consider existence of such programs as an important factor when considering SSO enforcement.</p> <p>California Water Environment Association Certification (Decrease \$3,600) The Prosecution Team credits the Discharger for 4 of its 8 collection system staff having California Water Environment Association certification. This certification is not a State requirement and indicates the Discharger’s commitment to proper collection system operation. The basic standard of California Water Environment Association certification is that all certificate holders perform at a level of basic competence that enables them to perform the essential duties of their job safely, effectively, without close supervision, and without further training.</p>
Economic Benefit	\$17,263	<p>Pursuant to Water Code section 13385(e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute a violation. The Discharger repeatedly failed to submit required reports to the Regional Water Board by the deadlines specified in the 2008 and 2013 MRPs. As a result, the Discharger had an economic benefit related to delayed reporting. In addition, the Discharger delayed assessment and construction of major capacity enhancing capital improvement projects that would have prevented or minimized several SSOs that have occurred to date. The delay provided a significant economic benefit associated with the delayed capital outlay. U.S. Environmental Protection Agency’s BEN⁹ financial model was used to compute the economic benefit of noncompliance. Tables 6 through 9 detail cost estimate and other assumptions. The general assumptions used to determine the economic benefit are summarized below.</p> <p>The Prosecution Team determined that 30 SSOs were reported beyond the</p>

⁹ U.S. EPA’s Economic Benefit Model (BEN) calculates a discharger’s economic benefit of noncompliance from delaying or avoiding compliance with environmental regulations. See <https://www.epa.gov/enforcement/penalty-and-financial-models> for additional information.

City of Petaluma SSOs and Reporting Violations
 Attachment A - Administrative Civil Liability Factors

		<p>required deadline detailed in the 2008 and 2013 MRPs. The economic benefit for each report was determined based on the date the report was due and the date the report was uploaded and certified in CIWQS. In summary, the economic benefit of delayed SSO reporting totaled \$445. In addition to the SSO reporting, a technical report was required to be completed for any SSO over 50,000 gallons that reached surface water. Four SSO events starting on December 11, 2014, were caused by the same capacity-related issue and should have had a technical report completed 45 days following the SSOs. The technical report related to this event was received approximately 17 months late. As a result, the Discharger received an economic benefit related to the delayed reporting of approximately \$138.</p> <p>The Prosecution Team contends that several SSOs were the result of limited capacity in the collection system, a cause noted in several of the SSO reports. The Discharger provided correspondence dated December 8, 2016, which identified a project necessary to address capacity-related issues. The project addressed an area of concern determined to be a contributing factor of the 2014 SSOs. Had the Discharger properly assessed wet weather flows within the collection system prior to these events, the December 2014 SSOs could have been minimized or eliminated. The delayed project, at a cost of \$493,685, resulted in an economic benefit to the Discharger. With a completion date of March 18, 2016, the Discharger has enjoyed an economic benefit of at least \$16,681 related to delaying the project approximately 15 months.</p> <p>For computational purposes, the penalty payment date was established as the projected hearing date, November 1, 2016. Changes to this date, or the compliance date of the actions described above, would affect the total economic benefit. Based on the assumptions within the model, the total economic benefit of noncompliance was determined to be \$17,263.</p>
Maximum Liability	\$11,300,600	<p>Water Code section 13268 allows up to \$1,000 for each day in which a reporting violation occurs.</p> <p>Water Code section 13385 allows up to \$10,000 for each day in which the discharge occurs, and \$10 for each gallon exceeding 1,000 gallons that is discharged and not cleaned up. The maximum liability is determined by adding the maximum liability for each of the four SSOs as follows:</p> <p>Each maximum liability = (maximum per day liability) x (number of days of violation) + (SSO volume discharged but not cleaned up exceeding 1,000 gallons) x (maximum liability per gallon) = (\$10,000) x (1) + (SSO volume discharged but not cleaned up exceeding 1,000 gallons) x (\$10).</p>
Minimum Liability	\$18,989	<p>The Enforcement Policy states that the total liability shall be at least 10 percent higher than the economic benefit “so that liabilities are not construed as the cost of doing business and the assessed liability provides meaningful deterrent to future violations.” Therefore, the minimum total liability associated with the economic benefit of \$17,263 is \$18,989.</p>
Final Liability	\$235,200 (rounded)	<p>The final liability is the total base liability after appropriate adjustments for ability to pay, economic benefit, other factors, and minimum and maximum liability.</p>

Attachment A

Table 4 - SSO reporting and certification violations

SSO Event ID	SSO Initial report date	SSO Initial/Draft report due Date	Original Certification Date	SSO Category	SSO Volume (gallons)	SSO Volume discharged to Surface Water (gallons)	SSO START Date	Notification Date	SSO End Date	SSO Response Completion Date	Final Certified SSO report Due Date
822163	2/22/2016	NA	3/1/2016	Category 3	15	0	12/28/2015	12/28/2015	12/28/2015		1/30/2016
822164	2/22/2016	NA	3/1/2016	Category 3	1	0	11/3/2015	11/3/2015	11/3/2015		12/30/2015
822175	2/22/2016	NA	3/1/2016	Category 3	8	0	8/26/2015	8/26/2015	8/26/2015		9/30/2015
822169	2/22/2016	NA	3/1/2016	Category 3	10	0	6/25/2015	6/25/2015	6/25/2015		7/30/2015
822173	2/22/2016	NA	3/1/2016	Category 3	40	0	6/2/2015	6/2/2015	6/2/2015		7/30/2015
822167	2/22/2016	NA	3/1/2016	Category 3	10	0	3/25/2015	3/25/2015	3/25/2015		4/30/2015
822166	2/22/2016	NA	3/1/2016	Category 3	5	0	3/15/2015	3/15/2015	3/15/2015		4/30/2015
822207	2/23/2016	NA	3/1/2016	Category 3	2	0	12/20/2014	12/20/2014	12/20/2014		1/30/2015
822208	2/23/2016	NA	3/1/2016	Category 3	30	0	11/12/2014	11/12/2014	11/12/2014		12/30/2014
822210	2/23/2016	NA	3/1/2016	Category 3	50	0	11/12/2014	11/12/2014	11/12/2014		12/30/2014
822216	2/24/2016	NA	3/1/2016	Category 3	4	0	11/10/2014	11/10/2014	11/10/2014		12/30/2014
822212	2/24/2016	NA	3/1/2016	Category 3	2	0	9/17/2014	9/17/2014	9/17/2014		10/30/2014
822217	2/24/2016	NA	3/1/2016	Category 3	5	0	9/4/2014	9/4/2014	9/4/2014		10/30/2014
822211	2/24/2016	NA	3/1/2016	Category 3	4	0	6/23/2014	6/23/2014	6/23/2014		7/30/2014
822220	2/24/2016	NA	3/1/2016	Category 3	5	0	5/29/2014	5/29/2014	5/29/2014		6/30/2014
822259	2/25/2016	NA	3/1/2016	Category 3	10	0	12/27/2013	12/27/2013	12/27/2013		1/30/2014
822255	2/25/2016	NA	3/1/2016	Category 3	7	0	10/26/2013	10/26/2013	10/26/2013		11/30/2013
822251	2/25/2016	NA	3/1/2016	Category 3	40	0	10/25/2013	10/25/2013	10/25/2013		11/30/2013
822253	2/25/2016	NA	3/1/2016	Category 3	30	0	10/25/2013	10/25/2013	10/25/2013		11/30/2013
822246	2/24/2016	NA	3/1/2016	Category 3	6	0	10/24/2013	10/24/2013	10/24/2013		11/30/2013
822242	2/24/2016	NA	3/1/2016	Category 3	10	0	10/21/2013	10/21/2013	10/21/2013		11/30/2013
822228	2/24/2016	NA	3/1/2016	Category 2	10	0	6/13/2013	6/13/2013	6/13/2013		7/30/2013
822269	2/25/2016	NA	3/1/2016	Category 2	8	0	10/14/2012	10/14/2012	10/14/2012		11/30/2012
822267	2/25/2016	NA	3/1/2016	Category 2	10	0	9/4/2012	9/4/2012	9/4/2012		10/30/2012
822270	2/25/2016	NA	3/1/2016	Category 2	30	0	8/25/2012	8/25/2012	8/25/2012		9/30/2012
822266	2/25/2016	NA	3/1/2016	Category 2	6	0	7/31/2012	7/31/2012	7/31/2012		8/30/2013
822153	2/22/2016	1/22/2016	3/1/2016	Category 1	100	100	1/19/2016	1/19/2016	1/19/2016	1/19/2016	2/3/2016
822257	2/25/2016	12/9/2013	3/1/2016	Category 1	100	90	12/4/2013	12/4/2013	12/4/2013	12/4/2013	12/19/2013
822226	2/24/2016	3/31/2014	3/1/2016	Category 1	15	5	3/26/2013	3/26/2013	3/26/2013	3/26/2013	4/10/2013
822271	2/25/2016	12/26/2012	3/1/2016	Category 1	400	400	12/23/2012	12/23/2012	12/23/2012	12/23/2012	1/7/2013

Attachment A

Table 5 - SSO Technical Reports

SSO Event ID	SSO Start Date	SSO End Date	SSO Volume (gal)	SSO Technical Report Due Date	Submittal Date	Days Late
812085	12/11/2014	12/11/2014	183,600	1/25/2015	6/30/2016	522
812245	12/11/2014	12/11/2014	144,720			
812248	12/11/2014	12/11/2014	120,000			
812253	12/11/2014	12/11/2014	73,440			

Attachment A: Table 6

**Economic Benefit Summary
City of Petaluma**

	Sum of Economic Benefit
Page 1 \$	17,054
Page 2 \$	171
Page 3 \$	38
Total Economic Benefit \$	17,263

Attachment A: Table 7

Economic Benefit Analysis																
City of Petaluma																
Compliance Action	Capital Investment				One-Time Non-Depreciable Expenditure				Annual Cost			Non-Compliance Date	Compliance Date	Penalty Payment Date	Discount Rate	Benefit of Non-Compliance
	Amount	Basis	Date	Delayed?	Amount	Basis	Date	Delayed?	Amount	Basis	Date					
Petaluma Boulevard South CIP SSO Technical Report (ID 8122085, 812245, 812248, 812253)		ECI	1/1/2015	Y	\$ 493,685	GDP	2/9/2016	Y		ECI	1/1/2015	12/11/2014	3/18/2016	11/1/2016	3.80%	\$ 16,681
SSO Certified Report (ID 822153)		ECI	1/1/2015	Y	\$ 4,223.20	ECI	1/1/2016	Y		ECI	1/1/2015	1/25/2015	6/30/2016	11/1/2016	3.60%	\$ 138
SSO Certified Report (ID 822257)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	2/3/2016	3/1/2016	11/1/2016	3.40%	\$ 1
SSO Certified Report (ID 822246)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	12/19/2013	3/1/2016	11/1/2016	3.90%	\$ 18
SSO Certified Report (ID 822226)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	11/8/2013	3/1/2016	11/1/2016	3.90%	\$ 20
SSO Certified Report (ID 822271)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	4/10/2013	3/1/2016	11/1/2016	3.90%	\$ 26
SSO Certified Report (ID 822228)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	1/7/2013	3/1/2016	11/1/2016	3.90%	\$ 28
SSO Certified Report (ID 822269)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	7/30/2013	3/1/2016	11/1/2016	3.90%	\$ 23
SSO Certified Report (ID 822267)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	11/30/2012	3/1/2016	11/1/2016	3.90%	\$ 27
SSO Certified Report (ID 822270)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	10/30/2012	3/1/2016	11/1/2016	3.90%	\$ 29
SSO Certified Report (ID 822266)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	9/30/2012	3/1/2016	11/1/2016	3.90%	\$ 29
SSO Certified Report (ID 822163)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	8/30/2012	3/1/2016	11/1/2016	3.90%	\$ 31
SSO Certified Report (ID 822164)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	1/30/2016	3/1/2016	11/1/2016	3.40%	\$ 0
SSO Certified Report (ID 822175)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	12/30/2015	3/1/2016	11/1/2016	3.60%	\$ 2
										ECI	1/1/2015	9/30/2015	3/1/2016	11/1/2016	3.60%	\$ 3
Income Tax Schedule:		Municipality		Analyst:		Bryan Elder								Total Benefit:		\$ 17,054
USEPA BEN Model Version:		Version 5.6.0 (April 2016)		Date/Time of Analysis:		1/9/2017 10:52										
Assumptions:																
<ol style="list-style-type: none"> 1 Hydraulic capacity study and capacity enhancement project estimate provided by City. SSO Technical Report based on 40 hours of staff time for entry, review, and certification using an estimated labor rate for City of Petaluma Operations Manager. Labor rate estimated based on salary obtained from Transparent California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. 2 California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. SSO Discharge Reports based on 4 hours of staff time for entry, review, and certification using an estimated labor rate for City of Petaluma Operations Manager. Labor rate estimated based on salary obtained from Transparent California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. 3 California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. 4 Non-compliance date for Petaluma Boulevard CIP assumed to be date of SSO (12/11/2014). 5 Non-compliance date for reports is due date as described by the SSS Order and associated MRPs for each SSO event. 6 Compliance date for Petaluma Boulevard CIP is assumed to be 6/30/2017, the expected date of project completion. 7 Compliance date for reports is certification date for each report as reported in CIWQS. 8 Penalty payment date assumed to be 11/1/2016 for computational purposes. 																

Attachment A: Table 9

Economic Benefit Analysis																
City of Petaluma																
Compliance Action	Capital Investment				One-Time Non-Depreciable Expenditure				Annual Cost			Non-Compliance Date	Compliance Date	Penalty Payment Date	Discount Rate	Benefit of Non-Compliance
	Amount	Basis	Date	Delayed?	Amount	Basis	Date	Delayed?	Amount	Basis	Date					
SSO Certified Report (ID 822253)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	11/30/2013	3/1/2016	11/1/2016	3.90%	\$ 19
SSO Certified Report (ID 822242)		ECI	1/1/2015	Y	\$ 422.32	ECI	1/1/2016	Y		ECI	1/1/2015	11/30/2013	3/1/2016	11/1/2016	3.90%	\$ 19
Income Tax Schedule:		Municipality		Analyst:		Bryan Elder								Total Benefit:		\$ 38
USEPA BEN Model Version:		Version 5.6.0 (April 2016)		Date/Time of Analysis:		1/9/2017 10:54										
Assumptions:																
<ol style="list-style-type: none"> 1 Hydraulic capacity study and capacity enhancement project estimate provided by City. SSO Technical Report based on 40 hours of staff time for entry, review, and certification using an estimated labor rate for City of Petaluma Operations Manager. Labor rate estimated based on salary obtained from Transparent 2 California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. SSO Discharge Reports based on 4 hours of staff time for entry, review, and certification using an estimated labor rate for City of Petaluma Operations Manager. Labor rate estimated based on salary obtained from Transparent 3 California (2015). Labor rate includes a multiplier of 2.0 to account for additional employee expenses including employer-paid benefits, overhead expenses, etc. 4 Non-compliance date for Petaluma Boulevard CIP assumed to be date of SSO (12/11/2014). 5 Non-compliance date for reports is due date as described by the SSS Order and associated MRPs for each SSO event. 6 Compliance date for Petaluma Boulevard CIP is assumed to be 6/30/2017, the expected date of project completion. 7 Compliance date for reports is certification date for each report as reported in CIWQS 8 Penalty payment date assumed to be 11/1/2016 for computational purposes. 																

Attachment B
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order
City of Petaluma Supplemental Environmental Project

Supplemental Environmental Project
Petaluma River Cleanup Program: A partnership of Citizens and the City of Petaluma

Basic Information

1. Project Name:

Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma

2. Project Amount:

\$117,600

3. Project Lead:

City of Petaluma

4. Contacts:

City of Petaluma:

Leah Walker, Environmental Services Manager (707) 778-4583

Robert Wilson, Environmental Services Supervisor (707) 776-3654

Ryan DeBaeke, Petaluma Police Department (707) 778-4455

5. Project Description

Summary

The City of Petaluma proposes to enhance existing efforts to remove trash and debris from the Petaluma River and its watershed by expanding annual cleanup event efforts led by the Friends of the Petaluma River, and by supporting Petaluma Police Department's efforts to identify and cleanup homeless encampments.

Background

Petaluma River Cleanup Events: A grassroots group of concerned local Petaluma residents came together in 1994 to mobilize the community around the amount of garbage littering Petaluma's waterways. Since that date, community efforts have removed approximately 10,000 pounds annually of trash and debris from the Petaluma River Watershed. In 2012, the Friends of the Petaluma River, a nonprofit organization, took up the torch from the grassroots group and now holds river, creek, and watershed cleanup days twice per year, in the spring and fall, with the support of local businesses, schools, and government agency partners. Volunteers collect trash from the shoreline of the Petaluma River and along the nearby channels of Adobe, Casa Grande, Corona, and Lynch creeks. In addition, volunteers in watercraft remove trash from the river channel. The materials are collected in large refuse bags and driven (or floated) to a central base of operations at the City's Marina. The City's waste hauling contractor, Petaluma Refuse & Recovery, provides dumpsters for the collection of the waste and takes the full containers to the landfill for disposal.

In the Fall 2016 River Cleanup, over 250 volunteers came out to help. Participants met at Steamer Landing Park, where they had the option to clean the river from the water by borrowing one of the Friends of the Petaluma River's canoes, kayaks, or rowboats. With the availability of

watercraft and the large turnout, 4,972 pounds of trash were removed from the Watershed exceeding previous cleanup events. In addition to using watercraft to clean trash from the water, volunteers removed trash from 15 locations along the river and its tributaries. The Spring 2016 Cleanup started at the Petaluma Marina and removed an impressive 3,430 pounds of trash and debris from the Petaluma Watershed with over 80 volunteers. Refer to Attachment A for photos of recent cleanup events.

The City has previously taken a limited role in the annual cleanup events by providing space for trash collection at the Marina, allowing the use of the restrooms at the Marina for volunteers and providing staff support in event planning.

Homeless Encampments Cleanup: As part of services to address issues that involve Petaluma's homeless community, the Petaluma Police Department (PPD) Homeless Outreach Services Team (HOST) identifies and addresses homeless encampments throughout the City, providing outreach to the residents of those camps and enforcement of laws violated in those camps. Although camp cleanups are the responsibility of the landowner, whether public or private, the HOST personnel assist with these efforts. Several cleanup events have been held that include the property owners, the HOST personnel, volunteer groups, and sometimes the homeless themselves. HOST personnel remove trash from smaller encampments upon discovery, but the camps are often located along the Petaluma River or rail tracks inaccessible by standard PPD patrol vehicles or the HOST trucks. The trash from camps frequently gets washed into the river and creeks.

In 2016, PPD received grant funding from Cal-Recycle to fund one additional police officer to expand the HOST to two full time officers. PPD has identified 34 active homeless encampments within the City. There are more than 100 sites in all, including abandoned sites. New camps are often located at previously cleaned up sites. In the last two years, PPD has abated 97 sites through activities including five large-scale planned cleanups that removed 434 yards of waste. A 2015 cleanup event at Alman Marsh in Shollenberger Park required a full day of effort by 50 workers, including volunteers and supervised adult probationers. Recently, PPD coordinated the removal of an illegal treehouse located near the Petaluma River. The effort required 4 PPD officers, 15 volunteers, 1 Fish and Wildlife warden, 2 homeless outreach workers, and 1 maintenance supervisor for the property owner. Tree removal specialists with heavy equipment removed the supporting trees. Two 40-yard debris boxes were filled and hauled away. The total cost, not including volunteer labor, was \$4,500. PPD planned and coordinated the event. Refer to Attachment B for photos of a recent cleanup of a homeless encampment at Alman Marsh.

Proposed Project

The project is a coordinated effort of the City Public Works & Utilities Department, PPD, Friends of the Petaluma River, and Petaluma Refuse & Recycling. The City will substantially increase its level of involvement in the existing river cleanup program events for two years and improve existing infrastructure to assist in the trash collection. The City will also purchase equipment to allow PPD to expand its program to cleanup homeless encampments. Specific project components, approximate costs, and sources of funding are shown in Table 1.

Major project components include:

A. Planning, Coordination, and Logistics

The City will provide additional staff time for planning, coordination, and operation of the events. City staff will be encouraged to participate in cleanup events. The City will provide portable toilets and sinks for river cleanup events at the three sites without restrooms.

B. Collection Sites

The City will provide collection and sorting sites on City property, expanding the reach of the program and reducing the distance that volunteers must travel to deposit materials. The sites will be improved with gravel, concrete, and drainage to provide easier access to City equipment for sorting, disposal, and removal. Based on ease of access for city equipment and locations near existing homeless encampments, the City has identified four permanent sites for trash disposal. A map of all the sites and individual site maps are shown in Attachment C. Cost estimates for site improvements are shown in Attachment F.

- i. **Steamer Landing Park** will be used as a trash collection and transport site. Improvements include parking lot grading, permanent stormwater Best Management Practice installations, bollards, and parking lot improvements.
- ii. **Shollenberger Park** will be used as a trash collection and transport site. Improvements include drainage diversion, permanent stormwater Best Management Practice installations, bollards, and parking lot improvements.
- iii. **Denman Reach Park** will be used as a trash collection and sorting site, with subsequent washdown. Improvements include site grading, and installation of concrete with base rock, 8-inch PVC pipe with drain, valves, a rainwater outfall, sump for access for a vactor truck, parking lot gravel, and bollards.
- iv. **Petaluma Marina** will be used as a trash collection and sorting site. This will be the deposit site for all materials collected via watercraft. The improvements will modify the existing boat wash to allow for sorting and separating materials and subsequent washdown. The project includes water reconnection, sewer main connection, diversion box with valves, bollards, and other modifications.

C. Trash Transportation, Sorting, and Disposal

Public Works & Utilities Department crews will assist volunteers by transporting materials in City trucks to the trash collection sites and by using City equipment (backhoes and/or loaders) to transfer the collected trash to refuse containers. The City will provide space on City property for sorting materials. The City, with the assistance of the Sonoma County Waste Management Agency, will also provide trash sorting, separation of recyclables and materials requiring special handling (e.g., tires, appliances, and hazardous materials, such as oil, batteries, and chemicals), quantification of amount and types of materials, disposal of hazardous materials, and recycling of usable materials. Petaluma Refuse & Recycling will provide roll-off containers to store the trash collected

during the cleanup, containers for recyclable materials, and transport of filled containers to a landfill or recycle center.

D. PPD Equipment Purchase

The project will include the purchase of a utility-terrain vehicle (UTV) with trailer and a small boat for PPD. This equipment will allow PPD to expand efforts to cleanup homeless encampments by allowing officers access to sites inaccessible with current equipment. The Cal-Recycle grant funding cannot be used for equipment purchases or overtime. Purchasing the equipment with Supplemental Environmental Project (SEP) funds demonstrates collaboration between City programs and capitalizes on State grant funds for similar activities. Estimates and specifications for equipment purchases are shown in Attachment D.

The UTV, trailer, and boat will be used for SEP purposes to supplement the HOST program. The City would not purchase the UTV and boat if it were not for the SEP. Without the equipment, the City would be unable to access specific locations near the river to perform clean-up work. The equipment has a useful life beyond the two-year SEP program, allowing PPD to continue efforts to mitigate damage to waterways caused by homeless encampments. These areas are inaccessible by any other loadable vehicle the City of Petaluma possesses.

- i. The UTV and trailer were selected specifically for the HOST program needs for the removal of trash and debris from homeless encampments. The UTV cannot be registered for use on streets; it can only be used on off-road areas, including along the river and parks, thus eliminating its use for normal PPD activities. The UTV recommended for purchase is a 2016 Honda Pioneer 700 cc 4-seat utility task vehicle quoted to PPD at \$11,980.00. This particular model was selected based on needs specific to this purpose. The recommended model has four seats, rather than the basic two, due to the unpredictability of the scope of homeless camp removal and the potential to have to make arrests and transport individuals to the nearest patrol vehicle if absolutely necessary. The selected model also has a utility dump bed to allow the removal of debris. Cheaper models do not have the seating capacity, dump bed, or motor size needed to be useful for the program. The trailer fits on the bed of the UTV or can be towed behind. The prices detailed in Table 1 include essential equipment, freight, handling, taxes, and fees.
- ii. The boat was selected specifically for the HOST program needs for access to homeless encampments from the Petaluma River. PPD has no reason for a boat except for the HOST program. Cleanups and accessing homeless camps along the river has been an ongoing problem because encampments can be hidden in inaccessible areas. PPD will not be trained on any other uses for the boat, such as search and rescue, because those are fire department responsibilities and this type of boat is not designed for that purpose. The base price of the 2017 Lowe Roughneck RX1650SC is \$15,995 with the mid-range 40 HP motor. Smaller and larger motor sizes are available for this boat. However, the 40 HP motor was selected to accommodate two passengers, but potentially as many as four from time to time,

and the weight of the waste and debris removed from the camps and shoreline. The options selected for the boat are based on safety needs. The selected model has a steering console and allows the driver to sit in the center of the boat, providing more control and visibility. The console style also provides better weight distribution in very shallow water. The price detailed in Table 1 includes basic boating equipment needed to get on the water, such as depth finder (also called fish finder), four life jackets, anchor and rope, hang-able bumper buoys (listed as fenders on the invoice), two mooring lines, and a throw-able floatation cushion required by law; sales tax; dealer prep; freight; title registration; and fees.

Table 1 - Detailed PPD Equipment Costs

Equipment	Cost
UTV – Honda Pioneer 700 4 Seater	
Base Cost	\$11,980.00
Freight	485.00
Handling	395.00
Parts and Accessories (Hard Roof)	400.00
Taxes, Fees	1,252.31
Total UTV Cost	\$14,512.31
Trailer for UTV – 7x12 Trailer with Ramp	
Base Cost	\$1,580.00
Taxes, Fees	279.21
Total Trailer Cost	\$1,859.21
Boat – Lowe Roughneck 1650 SC with Trailer	
Base Cost	15,995.00
Optional Equipment, Accessories (windscreen, battery charger, portable fuel tank, roughliner spray in floor liner, fish finder, 4 life jackets, anchor, fenders, deck lines, and throw cushion)	390.00
Sales Tax	1458.80
Dealer Prep	650.00
Freight	1,000.00
Title, Registration, Fees	257.00
Total Boat Cost	\$19,750.80

E. Overtime and Outreach

The overtime costs in the project budget are an allowance for PPD and other City staff associated with the SEP for work outside normal activities, specifically on River Cleanups held on Saturdays. PPD HOST personnel will provide staff and equipment on River Cleanup days, which is not part of their normal duties. Public Works staff will operate heavy equipment. City Environmental Services staff will oversee sorting and recording of trash, and will work with Friends of the Petaluma River staff to coordinate

activities at the collection sites. Details of staff hours and hourly rates for overtime will be provided in quarterly reports. Hourly rates for the staff classifications likely to be paid overtime for the SEP are shown in Table 2.

Table 2 - Petaluma Staff Overtime Rates

Classification	Hourly Rate with Benefits and Overhead	Overtime Rate	# Staff per Event	Approx. Hours per Staff per Event	# Cleanup Events	Total Cost
Utility Service Worker II	98.26	130.28	2	4	4	4,168.96
Environmental Services	86.98	115.70	2	4	4	3,702.40
Police Officer	123.46	159.34	2	4	4	5,098.88
						\$12,970.24

The City will increase outreach for events by adding a notice to City water bills prior to each event, incorporating the event into routine outreach materials (social media, water conservation post cards, movie ads, etc.), and sending a one-time special post card mailer to City residents (only the special mailer is included in the SEP costs). Outreach costs in the project budget are based on the design, printing, and mailing of one postcard prior to the Spring 2018 River Cleanup. The City works with a local company, Data Instincts, to develop outreach materials. The card design will be consistent with other outreach materials used for water conservation and stormwater programs, and will include the required SEP language. Data Instincts submitted estimates from two companies to send out 20,000 postcards. The estimated costs are shown in Table 3.

Table 3 - Estimated Costs for Outreach Postcard

	AD-Vantage	MeloMail
Data Processing	429.20	50.00
Production Services	617.47	1,175.86
Printing	930.00	1,200.00
Postage	3,415.48	3,135.00
Design (Data Instincts)	375.00	375.00
TOTAL	\$5,767.15	\$5,935.86

F. Project Costs

The total project budget is \$140,900. Of this, \$117,600 will be paid from the Wastewater Enterprise Fund for SEP activities, \$16,708 will be paid from the Wastewater Enterprise Fund (not counted toward the SEP), and \$6,592 will be donated or provided through in-kind services. All of the SEP funds will be expended in Year 1 of the project. In addition to the project costs, \$9,448.71 will be paid for third party oversight. The estimated components of the project budget are shown in Table 4. The Project Budget costs are shown in Table 5.

Table 4 Estimated Project Components, Costs and Funding

Component	Cost Estimate	Source of Funding			Notes
		SEP	City	Partner	
Equipment					
PPD Boat	\$19,751	\$19,751			Refer to Table 1
PPD UTV	\$14,512	\$14,512			
PPD UTV Trailer	\$1,859	\$1,859			
40 yard Debris Containers	\$6,592			\$6,592	\$412 each x 4 sites x 2/year x 2 years
Backhoe/Loaders (City equipment)	\$6,208		\$6,208		\$388 each x 4 sites x 2/year x 2 years
Portable Toilets	\$1,800		\$1,800		\$150 each x 3 sites x 2/year x 2 years
Site Improvements					
Steamer Landing Park	\$9,300	\$9,300			Refer to Attachment F
Shollenberger Park	\$4,800	\$4,800			
Denman Reach	\$27,700	\$27,700			
Petaluma Marina	\$11,550	\$11,550			
Mobilization, Site Preparation	\$6,500	\$6,500			
Contingency (15%)	\$8,978	\$8,978			
Staff/Outreach					
Planning	\$2,400		\$2,400		
Overtime	\$13,000	\$6,700	\$6,300		Refer to Table 2
Outreach	\$5,950	\$5,950			Refer to Table 3
TOTAL	\$140,900	\$117,600	\$16,708	\$6,592	
Contract Services					
Oversight - San Francisco Estuary Partnership	\$9,449		\$9,449		Cost estimate provided by SFEP
TOTAL with Oversight	\$150,349	\$117,600	\$26,157	\$6,592	

Table 5 - Project Budget

COMPONENT	Total Cost	Funding Source		
		SEP	CITY	Partner
Equipment	\$ 50,722	\$ 36,122	\$ 8,008	\$ 6,592
Site Improvements	\$ 68,828	\$ 68,828		
Staff/Outreach	\$ 21,350	\$ 12,650	\$ 8,700	
TOTAL	\$140,900	\$117,600	\$ 16,708	\$ 6,592
Oversight	\$ 9,449		\$ 9,449	
TOTAL with oversight	\$150,349	\$ 117,600	\$ 26,157	\$ 6,592

6. Compliance with SEP Criteria

This project meets SEP Policy criteria, as outlined below in Paragraphs 6.A through 6.F. An SEP must directly benefit or study groundwater or surface water quality or quantity and the beneficial uses of the waters of the State.¹ This project meets this SEP criterion by increasing the removal of trash, thus providing pollution reduction and restoration of the Petaluma River, a 303d-listed waterbody for trash.

A. Benefits to Beneficial Uses of Petaluma River

The Petaluma River Cleanup Program enhances existing opportunities for citizens who live, travel, and recreate along the Petaluma River and its tributaries to protect and improve the river that is central to the City. A clean river is a healthy river, and it looks better too. An informed, supportive, and proactive community strengthens desirable qualities, such as wildlife habitat and public safety, while reducing problems, such as illicit dumping, water pollution, illegal camping, bank erosion, and growth of non-native invasive plants. The program's objectives are to:

- Expand cleanup events that reduce or prevent trash and lessen other harmful impacts on the River, its tributaries, and its wetlands.
- Increase the public's awareness of the values provided by the Petaluma River, its tributaries, and its watershed by expanding existing river cleanup events.
- Enhance restoration, education, and recreation activities in conjunction with community partners.
- Draw from the multitude of community resources to increase the public's appreciation and support for the environmental and social benefits provided by the river and its tributaries.
- Improve timely and effective response to citizen concerns regarding creek-related maintenance, environmental, safety, and recreational issues.

¹ State Water Resources Control Board Policy on Supplement Environmental Projects, February 3, 2009

B. Above and Beyond Discharger’s Obligations

This SEP contains only measures that go above and beyond the City of Petaluma’s obligations as a discharger.

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

This SEP provides no benefit to the San Francisco Bay Regional Water Quality Control Board, its members, or staff.

D. Nexus to the Nature or Location of Violations

The location of this SEP has a nexus to the locations of the violations. This SEP is part of the settlement of multiple sanitary sewer overflows that occurred in 2014 and subsequent failures to submit monitoring reports. The violations occurred within the City and resulted in discharges of untreated wastewater to the City’s stormwater system and then to the Petaluma River.

E. Project Maintenance

This project includes the purchase of a UTV with trailer and a boat to allow PPD to continue abatement of homeless encampments. PPD will be responsible for ongoing maintenance of the equipment. Site improvements at trash collection sites on City property will be maintained by Public Works & Utilities crews.

F. Documented Support

PPD and Friends of the Petaluma River will be project partners. Letters of intent to participate are attached as Attachment D. The annual cleanup events organized by Friends of the Petaluma River are supported by the Sonoma County Water Agency, Petaluma Refuse & Recycling, Petaluma Wetlands Alliance, and local businesses. PPD cleanup events are supported by the same partners as well as the Mary Isaac Center and the Committee on the Shelterless. This project builds upon the support of Friends of the Petaluma River, PPD, and their partners. The City has a long history of working with Daily Acts to coordinate volunteer events for water conservation and low water use landscape conversions.

7. Project Milestones, Schedule, and Budget

Table 6 lists the primary project milestones, deliverables, and anticipated schedule. Attachment E includes preliminary site improvement estimates.

Table 6 – Project Milestones and Deliverables

DATE	ACTIVITY	DELIVERABLE
July 2017	Work with Friends of the Petaluma River to identify project requirements	
July 2017	Refine Public Works & Utilities estimates for	

Supplemental Environmental Project
City of Petaluma

DATE	ACTIVITY	DELIVERABLE
	program: equipment, materials, staffing, schedule	
July 2017	Meet with PPD to confirm equipment order	
August 2017	Develop Workplan with specific tasks and dates (i.e., outreach publication dates, permitting, equipment scheduling, vendors)	
August 2017	Place order for PPD equipment	
10/15/2017	Prepare and submit quarterly report	Quarterly Report #1
September – December 2017	Construct site improvements	
1/15/2018	Prepare and submit quarterly report	Quarterly Report #2
4/15/2018	Prepare and submit quarterly report	Quarterly Report #3
April 21, 2018	Conduct Spring 2018 Petaluma River Cleanup Event (tentative)	
7/15/2018	Prepare and submit quarterly report	Quarterly Report #4
September 15, 2018	Conduct Fall 2018 Petaluma River Cleanup Event (tentative)	
10/15/2018	Prepare and submit quarterly report	Quarterly Report #5
1/15/2019	Prepare and submit quarterly report	Quarterly Report #6
4/15/2019	Prepare and submit quarterly report	Quarterly Report #7
April 20, 2019	Conduct Spring 2019 Petaluma River Cleanup Event (tentative)	
7/15/2019	Prepare and submit quarterly report	Quarterly Report #8
September 21, 2019	Conduct Fall 2019 Petaluma River Cleanup Event (tentative)	
10/15/2019	Prepare and submit quarterly report	Quarterly Report #9
October – December 2019	Prepare project report and recommendations for long term program	
12/15/2019	Submit final report, including documentation supporting attainment of performance measures and balance of funds expended for the project.	Final Report

The City will also provide the Water Board with a final report, submitted under penalty of perjury, declaring the completion of the SEP and addressing how the expected performance measures for the project were met. A final post-project accounting of expenditures will be part of this final report.

8. Extension if Necessary

The SEP Completion Date is the due date of the final report, December 15, 2019, unless the Executive Officer approves an extension. If an extension is granted, it shall apply also to the reports to the Regional Water Board (section 15) and to third party oversight (section 16). If an extension is necessary, the City shall submit a written request for such extension to the Executive Officer and shall provide the necessary justification for the delay.

9. Project Performance Measures

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

A. Expanded Petaluma River Cleanup Events for Two Years

The Friends of the Petaluma River currently conduct two events per year in the spring and fall. With assistance from this SEP, the cleanup events will be expanded in 2018 and 2019. As part of this SEP, the City will undertake the following:

- Provide increased assistance with event planning (City will take over arranging debris boxes, portable toilets, and other tasks).
- Construct site improvements at four sites to aid trash collection and sorting.
- Conduct increased outreach for the events, including a one-time mailer and incorporation into other outreach media.
- Use City backhoes/loaders to transfer collected trash to refuse containers.
- Sort materials to remove recyclables and materials requiring special handling.
- Transport materials in City trucks to the trash collection sites.
- Provide space on City property for sorting materials.
- Use the PPD boat and UTV as part of the river cleanup events.

B. Quantification of Amount of Trash Removed

The City will measure the volume and quantity of trash and debris removed during cleanup events and PPD HOST activities. In the first year, the amount of trash collected is expected to increase due to additional cleanup event outreach and additional PDD equipment. Thereafter, the amount of material may decrease as the increased activity reduces the accumulation of material and as increased outreach decreases trash disposed to waterways.

C. Quantification of Type of Materials Collected

The City will classify the types of trash collected, and the volume and quantity of each type. This information will assist in identifying sources of trash and allow targeted prevention and outreach. Specifically, the City will quantify the amount of plastic trash bags collected. This information will be compared to cleanup events in communities outside of Sonoma County to estimate the effectiveness of the County's plastic bag ban, implemented in February 2014.

10. Reports to the Water Board

Reports on the progress of SEP completion will be submitted on a quarterly basis, at a minimum, to the Regional Water Board, a third party oversight organization (San Francisco Estuary Partnership or SFEP), and the State Water Board's Office of Enforcement. The City will coordinate with SFEP to provide the following reports:

A. Quarterly Reports

Quarterly reports due on the fifteenth of each calendar quarter (see Table 6 – Project Milestones and Deliverables) starting with the first full calendar quarter after SEP approval and ending with the final report. Quarterly reports shall inform SFEP of project progress. Expenditure justifications for SEP-related work shall be included in the reports, including a running table of expenditures with backup documentation (invoices, hourly rates, time sheets, etc.)

B. Final Report

Final report due December 15, 2019, unless the due date is extended as allowed by section 13, above.

11. Third Party Oversight Organization

The City will use SFEP to provide oversight for this SEP. SFEP has extensive experience overseeing SEP implementation in the San Francisco Bay Region. The City shall reimburse SFEP for oversight; such costs shall not be part of the cost of the SEP. For SEP oversight, SFEP shall report directly to the Regional Water Board. In case of a time extension of this SEP, additional oversight fees shall be paid to SFEP.

All reports must be emailed to the following:

Adrien Baudrimont
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, CA 94612
(510) 622-2337
Adrien.Baudrimont@sfestuary.org

Michael Chee
Regional Water Board
1515 Clay Street, Suite 1400
Oakland, CA 94612
(510) 622-2333
Michael.Chee@waterboards.ca.gov

Jasmine Oaxaca
State Water Resources Control Board
Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA
(916) 322-5327
Jasmine.Oaxaca.waterboards.ca.gov

Attachments:

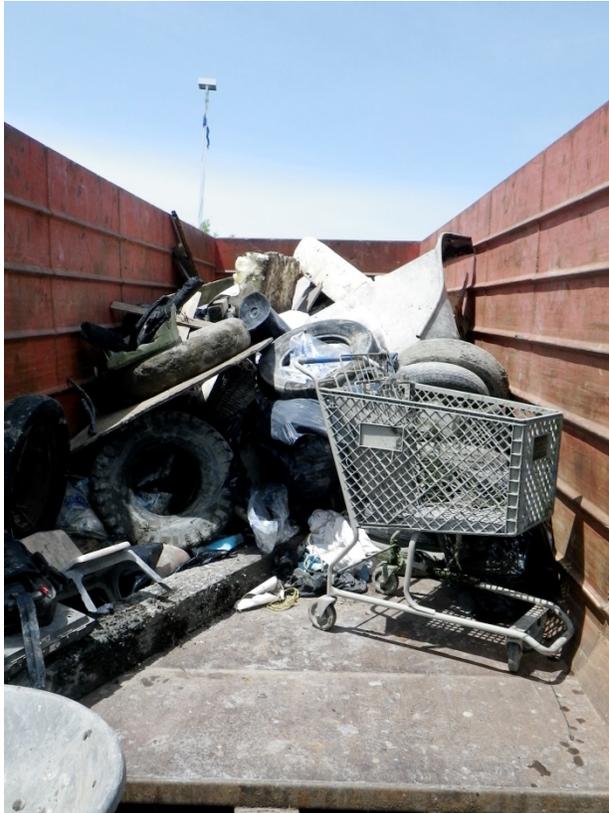
- Attachment A: Photos of recent Friends of the Petaluma River Cleanup Events
- Attachment B: Photos of Petaluma Police Department Host Program Alman Marsh Cleanup
- Attachment C: Map of collection sites, and individual site maps
- Attachment D: Estimates and specifications for equipment purchases
- Attachment E: Letters of Support from Friends of the Petaluma River and Petaluma Police Department
- Attachment F: Preliminary collection site estimates

ATTACHMENT A

FRIENDS OF THE PETALUMA RIVER CLEANUP EVENTS

FRIENDS OF THE PETALUMA RIVER CLEANUP EVENTS





PETALUMA RIVER CLEANUP

LIVE MUSIC! BBQ! RAFFLE!
SATURDAY, SEPT 17, 2016
STEAMER LANDING PARK (D St & Copeland)
REGISTRATION & SAFETY: 9:00AM
BBQ: NOON

For more information, to register online, or to become a site leader visit
landofthepetalumariver.org/project/cleanup/

ATTACHMENT B

**PETALUMA POLICE DEPARTMENT HOST PROGRAM
ALMAN MARSH CLEANUP IN SHOLLENBERGER PARK**

**PETALUMA POLICE DEPARTMENT HOST PROGRAM
ALMAN MARSH CLEANUP IN SHOLLENBERGER PARK**



Before





During





After



ATTACHMENT C

MAP OF COLLECTION SITES, AND INDIVIDUAL SITE MAPS

Google Maps Petaluma River Cleanup Collection Sites

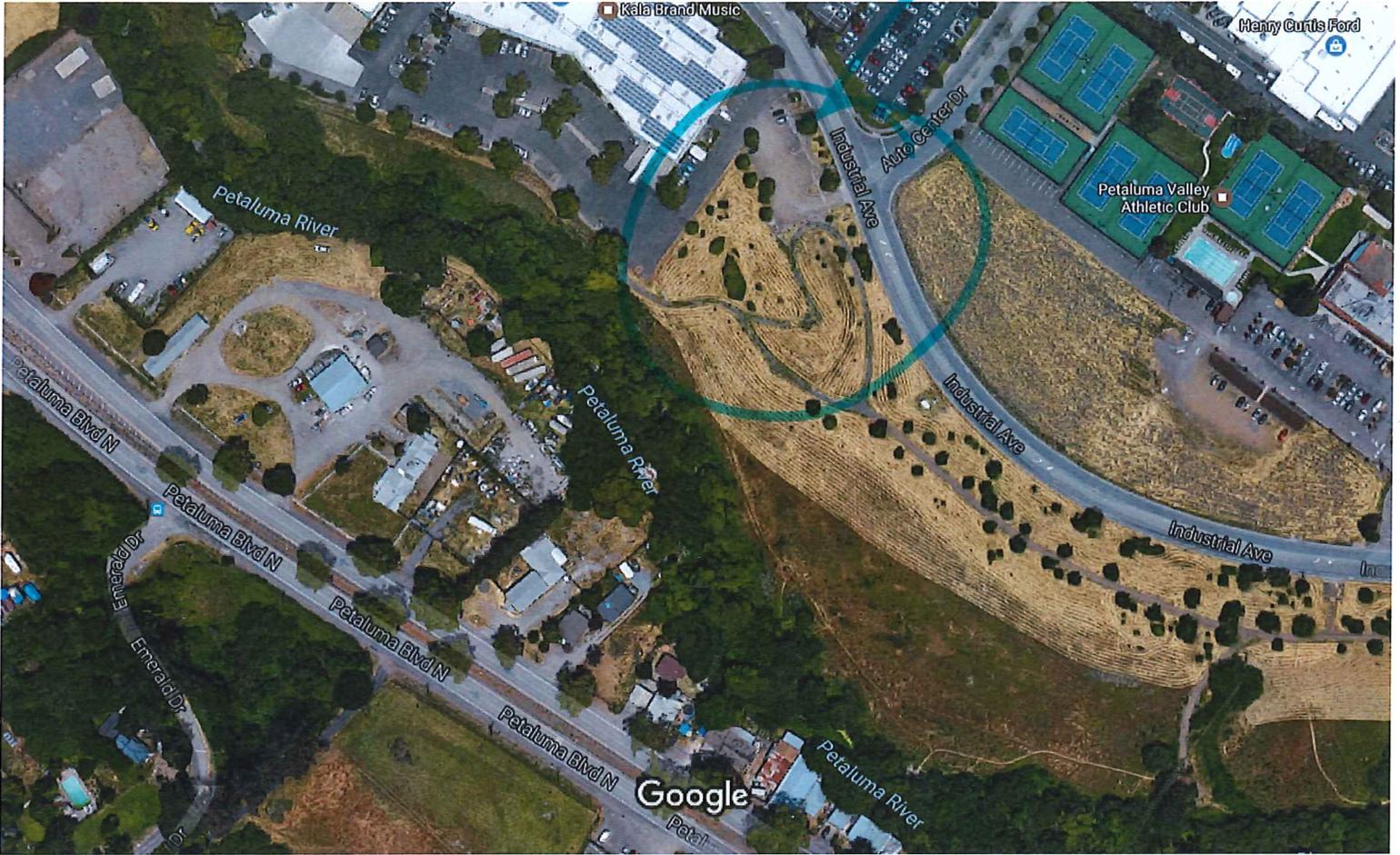


Imagery ©2017 Google, Map data ©2017 Google 2000 ft

- 1. Denman Reach
- 2. Steamer Landing Park
- 3. Petaluma Marina
- 4. Shollenberger Park

COLLECTION & SORTING SITE

Google Maps Denman Reach

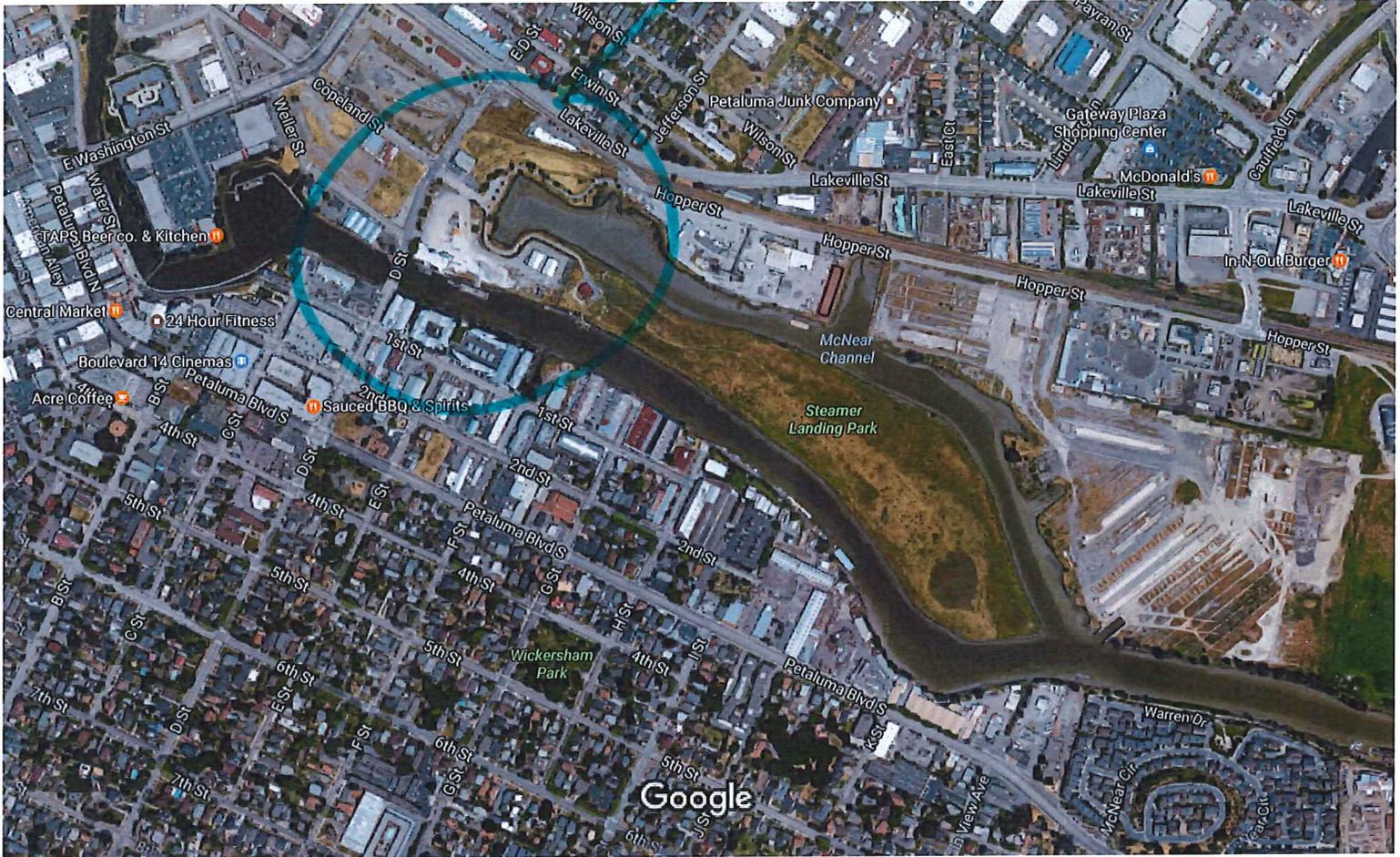


Imagery ©2017 Google, Map data ©2017 Google 100 ft



Steamer Landing Park
Steamer Landing Park

COLLECTION SITE

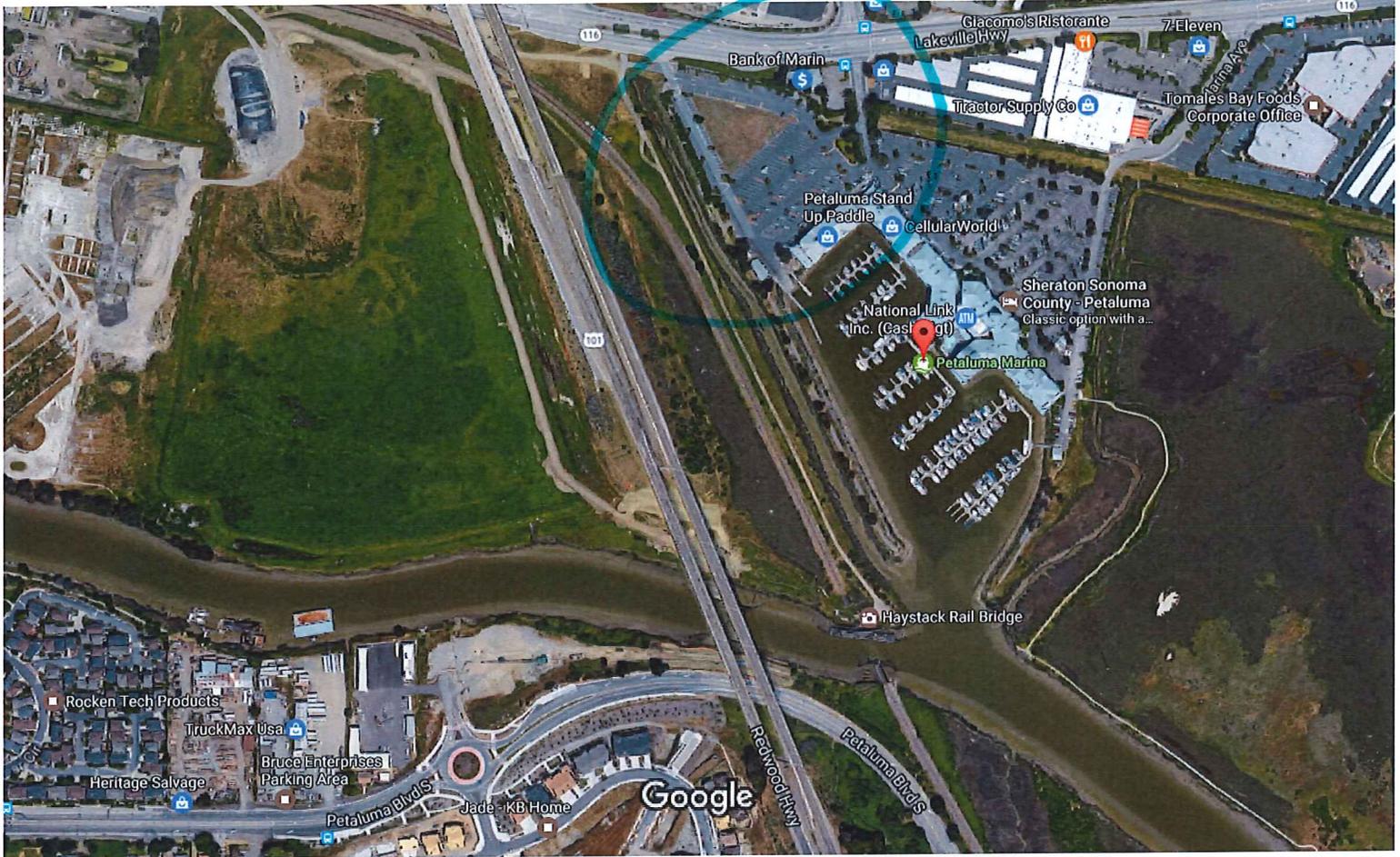


Imagery ©2017 Google, Map data ©2017 Google 500 ft

COLLECTION & SORTING SITE

Google Maps

Petaluma Marina
Petaluma Marina



Imagery ©2017 Google, Map data ©2017 Google 200 ft

COLLECTION SITE



Shollenberger Park
Shollenberger Park



Imagery ©2017 Google, Map data ©2017 Google 500 ft

ATTACHMENT D

EQUIPMENT PURCHASE ESTIMATES AND SPECIFICATIONS

LOWE



» ROUGHNECK 1650 SC

SPECS

Deadrise: 3.5°

Prop Maximum Horsepower: 60 (44.74 kw)

Prop Minimum Horsepower: 25hp (18.64 kw)

Overall Length: 16' (4.88 m)

Beam: 74" (187.96 cm)

Bottom Width: 50" (127.00 cm)

Max HP Capacity: 60 hp (44.74 kw)

Approx. Basic Hull Weight: 680 lb (308.44 kg)

Max Person Capacity: 4

Max Person Weight Capacity: 500 lb (226.80 kg)

Max Weight Capacity: 1,001 lb (454.05 kg)

Fuel Capacity: Portable (Portable)

Hull Gauge: .100" (2.54 mm)

Side Depth: 21" (53.34 cm)

Transom Height: 20" (50.80 cm)

DESCRIPTION

Roughneck 1650 SC

Put yourself in command with the tough and sturdy Roughneck 1650 SC, featuring a convenient side helm console with remote outboard steering. Built to commercial-grade standards, the Roughneck 1650 SC bests typical jons with plenty of prowess for hunting, fishing, work applications and more. Maximum strength and durability are ensured with Lowe Boat's top-quality all-welded, all-aluminum construction. You can count on this jon boat to deliver you to the action!

** Exact product configuration may vary, optional features may be shown. All colors are simulated. Prices excludes destination, taxes, title and registration fees. Starting at price refers to the base model, optional equipment not included. A more expensive model may be shown. Pricing and offers may change at any time without notification. To get full pricing details, see your local dealer.*

LOWE BOATS 2900 INDUSTRIAL DR., LEBANON, MO 65536 800 - 641 - 4372 LOWEBOATS.COM

All specifications subject to change. Lowe Boats reserves the right to discontinue models or change specifications, materials, color or design at any time without incurring obligations. Some models are shown with optional features. All boats meet or exceed United States Coast Guard and Canadian Coast Guard regulations and National Marine Manufacturers Association Certification Standards.

Page 1 of 3

A SMALL FISHING BOAT

8935 FRUITRIDGE RD
SACRAMENTO, CA 95826
916-737-2628

PURCHASE AGREEMENT

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT.
SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY THE FOLLOWING DESCRIBED PROPERTY.

SOLD TO		HOME PHONE	BUS. PHONE	DATE
City of Petaluma		707 778 4155		
ADDRESS		CITY	STATE	ZIP
11 English St Petaluma		ca	94952	
SALESPERSON	DELIVERY DATE	DELIVERY INSTRUCTIONS		
A				
STOCK NO.	COLOR	LOA	BEAM	DRAFT
MAKE OF BOAT	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED
Lowe	2017	2x1650 Sc		\$
MAKE OF MOTOR / ENGINE #1	YEAR	MODEL, HP & FUEL TYPE	SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED
Mercury	2017	40 HP 1 prop or 2		\$
MAKE OF MOTOR / ENGINE #2	YEAR	MODEL, HP & FUEL TYPE	SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED
				\$
MAKE OF TRAILER	YEAR	MODEL & SIZE	SERIAL NO.	<input type="checkbox"/> NEW <input type="checkbox"/> USED
Karavan	2017	LTS 1800-60-St BIK		\$
OPTIONAL EQUIPMENT/ACCESSORIES		AMOUNT	TOTAL PURCHASE ABOVE	
Windscreen		\$ 68	\$ 15,995	
2 Bank battery charger		122	OPTIONAL EQUIPMENT/ACCESSORIES	
portable fuel tank		170	390	
Roughair spray		462	SALES TAX (if applicable)	
metallic black with			8% Petaluma	
green/red seats		726	1458.80	
			DEALER PREP.	
			650	
			LABOR / INSTALL	
			DEL. AND / OR LAUNCHING	
			FREIGHT	
			1000	
dock 3 Fish Fudis		\$ 176		
Lite Tackles 4		\$ 40		
Anchor 1 rope		\$ 99		
			SUB-TOTAL	
			\$	
			TOTAL TRADE-IN ALLOWANCE	
			LESS BALANCE DUE ON ABOVE	
			NET ALLOWANCE	
			NET SALE	
			\$	
			SALES TAX (if not included above)	
			TITLE / REGISTRATION / OFFICE FEES	
			257	
TOTAL OPTIONAL EQUIPMENT/ACCESSORIES		\$		
DESCRIPTION OF TRADE-IN			CASH SALE PRICE	
			\$ 19750.80	
BOAT MAKE		YEAR	SIZE	SERIAL NO.
MOTOR #1 MAKE		YEAR	SIZE	SERIAL NO.
MOTOR #2 MAKE		YEAR	SIZE	SERIAL NO.
TRAILER MAKE		YEAR	SIZE	SERIAL NO.
AMOUNT OWING		TO WHOM		
TOTAL TRADE-IN ALLOWANCE		\$	UNPAID BALANCE OF CASH SALE PRICE	
			\$	
TRADE-IN DEBT TO BE PAID BY		<input type="checkbox"/> DEALER	<input type="checkbox"/> CUSTOMER	
TITLE TO THE ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT.		<input type="checkbox"/> WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER.		
THE PARTIES TO THIS AGREEMENT ARE AWARE THAT THE TRADE-IN ALLOWANCE OR THE PURCHASE PRICE SHOWN ABOVE MAY REQUIRE ADJUSTMENTS PURSUANT TO THE PROVISIONS OF PARAGRAPHS 5, 6, 7, AND 11 OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.		SPECIAL TERMS AND CONDITIONS		
Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.				
Buyers certifies the following: 1) he/she is of legal age to enter into this Agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and encumbrances other than those listed herein.				
Buyers agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.				
I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ THE BACK OF THIS AGREEMENT.				
I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY <input type="checkbox"/> CASH, <input type="checkbox"/> BANK DRAFT, <input type="checkbox"/> CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY				
X _____ BUYER		A SMALL FISHING BOAT		
X _____ BUYER		DEALER		
		By _____		
		Approved, Subject to Acceptance of Financing by Bank or Finance Company		



2016 PIONEER 700-4 SPECIFICATIONS*

ENGINE	
Engine Type	675cc liquid-cooled OHV single-cylinder four-stroke
Bore And Stroke	102.0mm x 82.6mm
Compression Ratio	9.2:1
Induction	Fuel Injection (PGM-FI), 40mm throttle body
Ignition	Full-transistorized with electronic advance
DRIVE TRAIN	
Clutch	Automatic
Transmission	Automotive-style with hydraulic torque converter, three forward gears and Reverse. Three drive modes include 2WD, 4WD and 4WD with differential lock
Driveline	Direct front and rear driveshafts
CHASSIS / SUSPENSION / BRAKES	
Front Suspension	Independent double-wishbone; 7.9 inches travel
Rear Suspension	Independent double-wishbone; 9.1 inches travel
Front Brake	200mm hydraulic disc
Rear Brake	170mm hydraulic disc
Front Tires	25 x 8-12
Rear Tires	25 x 10-12
DIMENSIONS	
Length	114.8 inches
Width	60.0 inches
Height	78.3 inches
Wheelbase	76.8 inches
Bed Capacity	1000 pounds
Towing Capacity	1500 pounds
Ground Clearance	10.5 inches
Turning Radius	14.8 feet
Curb Weight	1396 pounds
Fuel Capacity	8.2 gallons, including 1.2-gallon reserve
OTHER	
Note	Recommended for Drivers 16 years of age and older.
Available Colors	Red, Metallic Silver, Honda Phantom Camo®
Model Id	SXS700M4
FACTORY WARRANTY INFORMATION	
Duration	One Year
Description	Transferable limited warranty; extended coverage available with a Honda Protection Plan

Pioneer 700 4 seater

UTV

Northbay Motorsport

55 College Ave
 www.northbaymotorsport.com
 Santa Rosa, CA 95401
 707-542-5355

Sales Deal Summary

Deal Number:	
Date:	9/23/2016
Delivery Date:	9/23/2016
Finalized Date:	
First Payment Due:	10/23/2016

Customer:
 City of Petaluma

Major Units	Stock #	Year	Make	Model	Model Name	VIN
	23096	2016	HONDA	SXS700M4	SXS700M4	1HFVE0267G4201587

Major Units

Fees & Insurance

Down Payment

Unit Price	\$11,980.00
Freight	\$485.00
Handling	\$395.00
Total Unit	\$12,860.00
<i>Full hd roof</i> Parts and Accessories	\$400.00
Installation	\$0.00
Total Parts and Install	\$400.00
Tire Tax	\$7.00
Labor	\$0.00
CTPF	\$0.00
Title & Reg Fees	\$0.00
CA BPA Program (not used)	\$29.00
Total Dealer Defined	\$7.00

Vehicle Tax	\$0.00
Sales Tax	\$1,099.31
Doc Fees	\$65.00
License Fees	\$52.00
Total Fees	\$1,216.31
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
Total Insurance	\$0.00
Theft Protection	\$0.00
Priority Maintenance	\$0.00
Gap Insurance	\$0.00
First Service	\$0.00
Total Dealer Defined	\$0.00

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
Financing	\$0.00
Manuf to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

Financing

Total Price	\$14,512.31	Term	1
Less Down	\$0.00	APR	0.000%
Amount Financed	\$14,512.31	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$14,512.31	Monthly Payment	\$14,512.31

Trailer

Northbay Motorsport

55 College Ave
 www.northbaymotorsport.com
 Santa Rosa, CA 95401
 707-542-5355

Sales Deal Summary

Deal Number:
 Date: 9/23/2016
 Delivery Date: 9/23/2016
 Finalized Date:
 First Payment Due: 10/23/2016

Customer:
 City of Petaluma

Major Units Stock # Year Make Model Model Name VIN

7x12 Trailer w/ramp

Major Units

Fees & Insurance

Down Payment

Unit Price	\$1,580.00
Freight	\$0.00
Handling	\$0.00
Total Unit	\$1,580.00
Parts and Accessories	\$0.00
Installation	\$0.00
Total Parts and Install	\$0.00
Tire Tax	\$3.50
Labor	\$0.00
CTPF	\$0.00
Title & Reg Fees	\$0.00
CA BPA Program	\$29.00
(not used)	\$0.00
Total Dealer Defined	\$3.50

Vehicle Tax	\$0.00
Sales Tax	\$135.71
Doc Fees	\$65.00
License Fees	\$46.00
Total Fees	\$246.71
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
Total Insurance	\$0.00
Theft Protection	\$0.00
Priority Maintenance	\$0.00
Gap Insurance	\$0.00
First Service	\$0.00
Total Dealer Defined	\$0.00

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
Financing	\$0.00
Manuf to Cust Rebate	\$0.00
Total Down Payment	\$0.00
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
Trade Equity	\$0.00

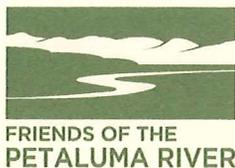
Financing

Total Price	\$1,859.21	Term	1
Less Down	\$0.00	APR	0.000%
Amount Financed	\$1,859.21	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$1,859.21	Monthly Payment	\$1,859.21

ATTACHMENT E

LETTERS OF SUPPORT

**FRIENDS OF THE PETALUMA RIVER
PETALUMA POLICE DEPARTMENT**



March 8, 2017

Mr. Michael Chee
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Subject: Letter of Support for the City of Petaluma's Supplemental Environmental Project

Mr. Chee:

I am writing to express my support for City of Petaluma and their Supplemental Environmental Project (SEP) Proposal to the Regional Water Quality Control Board to fund the Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma. This project will greatly improve water quality and habitat in the Petaluma Watershed while reducing the trash in the watershed from homeless encampments. I have worked closely with the City of Petaluma on past cleanup efforts and in supporting watershed education and therefore express my full support for the project. This project will have a lasting positive impact on the local environment and I strongly recommend accepting this proposal.

While the past river cleanup efforts have been successful, the event is operated using volunteers and limitations include transporting trash from collection sites to the central disposal area, providing restrooms at collection locations, and ensuring the safety of volunteers at collection sites. With the City providing equipment, staff time, and increased collection locations, Friends of the Petaluma River anticipates improved removal of trash from the Petaluma Watershed and ultimately the San Francisco Bay.

Thank you for your consideration for City of Petaluma and their SEP proposal for the Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma. This project will strongly benefit the environment in Southern Sonoma County and beyond by removing trash before it reaches the Bay, improving water quality and improving native habitat. As the Executive Director of Friends of the Petaluma River, I recommend the Regional Water Board approve the City's Project.

Respectfully,

Stephanie Bastianon, Executive Director
Friend of the Petaluma River

Tom Mumley, Assistant Executive Officer, Regional Water Quality Control Board
Robert C. Wilson, Environmental Services Supervisor, City of Petaluma



CITY OF PETALUMA

POST OFFICE BOX 61
PETALUMA, CA 94953-0061

David Glass
Mayor

Chris Albertson
Teresa Barrett
Mike Healy
Gabe Kearney
Dave King
Kathy Miller
Councilmembers

March 8, 2017

Mr. Michael Chee
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Subject: Letter of Support for the City of Petaluma's Supplemental Environmental Project

Public Works & Utilities

City Engineer
11 English Street
Petaluma, CA 94952
Phone (707) 778-4303

Environmental Services
Ellis Creek Water
Recycling Facility
3890 Cypress Drive
Petaluma, CA 94954
Phone (707) 776-3777
Fax: (707) 656-4067

Parks & Facility
Maintenance
840 Hopper St. Ext.
Petaluma, CA 94952
Phone (707) 778-4303
Fax (707) 206-6065

Transit Division
555 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4421

Utilities & Field Operations
202 N. McDowell Blvd.
Petaluma, CA 94954
Phone (707) 778-4546
Fax (707) 206-6034

E-Mail: publicworks@ci.petaluma.ca.us

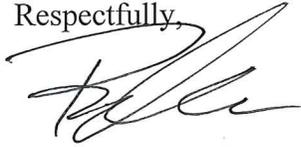
Mr. Chee:

I am writing to express my support for the Department of Public Works and Utilities supplemental Environmental Project (SEP) Proposal to the Regional Water Quality Control Board to fund the Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma. This project will greatly improve water quality and habitat in the Petaluma Watershed while reducing the trash in the watershed from homeless encampments. The City of Petaluma through the Homeless Outreach Services Team (HOST) works hand in hand with community groups to bring outreach services to the homeless through daily contacts on the streets. This project will have a lasting positive impact on the local environment and I strongly recommend accepting this proposal.

While the past HOST efforts have been successful, the City of Petaluma Police Department had difficulties removing trash from some encampments due to limited accessibility. Many of the encampments are along and within riparian environments mostly inaccessible with the HOST program's truck. By adding a watercraft and Utility Task Vehicle the Petaluma Police Department will be able to access the hard to reach encampments, provide services to the homeless and remove trash.

Thank you for your consideration for Department of Public Works and Utilities and their SEP proposal for the Petaluma River Cleanup Program: A Partnership of Citizens and the City of Petaluma. This project will strongly benefit the environment in Southern Sonoma County and beyond by removing trash before it reaches the Bay, improving water quality and improving native habitat. As the City's lead HOST Officer, I recommend the Regional Water Board approve the City's Project.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. DeBaeke', written over the word 'Respectfully,'.

Ryan DeBaeke, Police Officer,
City of Petaluma

Tom Mumley, Assistant Executive Officer, Regional Water Quality Control Board
Robert C. Wilson, Environmental Services Supervisor, City of Petaluma

ATTACHMENT F

PRELIMINARY SITE IMPROVEMENT ESTIMATES

SEP Opinion of Probable Engineer's Estimate of Construction Cost

ITEM	QTY	UNIT	UNIT PRICE	TOTAL		NOTES
GENERAL						
Mobilization	1	LS	\$3,000	\$ 3,000.00		
Traffic Control	1	LS	\$1,000	\$ 1,000.00		
Trench Bracing and Shoring	1	LS	\$1,000	\$ 1,000.00		
Erosion Control	1	LS	\$1,500	\$ 1,500.00	\$ 6,500.00	Sub Total
Denman Reach						
Grading	1	LS	\$2,000	\$ 2,000.00		
Concrete with base Rock	600	SF	\$22	\$ 13,200.00		
Construct 8-inch PVC with Drain	50	LF	\$80	\$ 4,000.00		
Valve	2	LF	\$500	\$ 1,000.00		
Rainwater Outfall	1	EA	\$1,000	\$ 1,000.00		
Sump for Vac	1	EA	\$3,500	\$ 3,500.00		
Parking Lot Rock	1000	SF	\$2	\$ 2,000.00		
Bollards & Misc	1	LS	\$1,000	\$ 1,000.00	\$ 27,700.00	Sub Total
Marina Conversion						
Water Reconnection	1	LS	\$500	\$ 500.00		
Sewer Main	45	LF	\$90	\$ 4,050.00		
Diversion Box and valves	1	EA	\$6,000	\$ 6,000.00		
Bollards and Misc	1	LS	\$1,000	\$ 1,000.00	\$ 11,550.00	Sub Total
Shollenberger Park						
Drainage Diversion	1	LS	\$1,500	\$ 1,500.00		
Permanent BMPS	1	LS	\$800	\$ 800.00		
Bollards	1	LS	\$500	\$ 500.00		
Parking Lot Improvements	1	LS	\$2,000	\$ 2,000.00	\$ 4,800.00	Sub Total
Steamerlanding						
Parking Lot Grading	300	SF	\$10	\$ 3,000.00		
Permanent BMPS	1	LS	\$800	\$ 800.00		
Bollards	1	LS	\$1,500	\$ 1,500.00		
Parking Lot Improvements	1	LS	\$4,000	\$ 4,000.00	\$ 9,300.00	Sub Total
				Subtotal	\$ 59,850.00	
				Contingency (15%)	0.15	\$ 8,977.50
				TOTAL	\$ 68,827.50	