

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

In the matter of:)	
)	
DELTA DIABLO,)	SETTLEMENT AGREEMENT AND
CONTRA COSTA COUNTY)	STIPULATION FOR ENTRY OF
)	ADMINISTRATIVE CIVIL LIABILITY
Discharges of Untreated Sewage)	ORDER
to Surface Water between)	
November 5, 2024, and)	ORDER R2-2026-1015
December 4, 2024)	

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region Prosecution Team (Prosecution Team), and Delta Diablo (Discharger) (collectively, Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate, for adoption as an order by settlement, pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves the violation alleged herein by the imposition of administrative civil liability against the Discharger in the amount of **\$5,557,700**.

Section II: RECITALS

1. The Discharger owns and operates a sanitary sewer system consisting of approximately 43 miles of gravity sewer lines, 18.2 miles of pressurized force mains, 14 miles of gravity sewer interceptors, 5 pump stations, and 1 flow equalization station, all of which are used to convey domestic and industrial wastewater from the cities of Pittsburg and Antioch and the unincorporated community of Bay Point to the Delta Diablo Wastewater Treatment Plant.
2. The Discharger is required to operate and maintain its sanitary sewer system in compliance with the State Water Board Order WQ 2022-0103-DWQ, *Statewide General Waste Discharger Requirements for Sanitary Sewer Systems* (Sanitary Sewer Order).
3. Pursuant to Water Code section 13385, subdivision (a)(2), a person who violates a waste discharge requirement is subject to administrative civil liability under Water Code section 13385, subdivision (c), as follows: ...in an amount not to exceed the sum of both of the following:

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- a. Ten thousand dollars (\$10,000) for each day in which the violation occurs.
 - b. Where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.
4. The Prosecution Team alleges that the Discharger violated the Sanitary Sewer Order, section 4.2, by failing to prevent unauthorized discharge to Waters of the United States from its sanitary sewer system, specifically from its force main connected to the Shore Acres Pump Station in Bay Point, from November 5, 2024, through December 4, 2024.
 5. On December 5, 2023, the State Water Board adopted Resolution No. 2023-0043, which adopted the *2024 Water Quality Enforcement Policy* (Enforcement Policy); on August 20, 2024, changes were made to Attachment D through the adoption of Resolution No. 2024-0027. The Enforcement Policy was approved by the Office of Administrative Law and became effective on November 7, 2024.¹
 6. The 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 in Attachment A, the terms of which are incorporated herein by reference. 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.
 7. To resolve the violation in section II, paragraph 4, by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an administrative civil liability against the Discharger in the amount of **\$5,557,700**.
 8. The settlement amount is less than the liability the Prosecution Team calculated using Steps 1 through 10 of the Enforcement Policy as shown in Attachment A. For purposes of settlement, the final liability proposed in Attachment A was reduced by approximately 15 percent in consideration of hearing and/or litigation risks in accordance with Enforcement Policy section VI.B
 9. The Parties have engaged in confidential settlement negotiations and agree to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

¹ Because the discharge was not detected until December 2024, we have utilized the 2024 Enforcement Policy because the triggering event was the detection of the discharge. The Discharger has consented to the applicability of the 2024 Enforcement Policy for this violation.

10. The Prosecution Team contends that the resolution of the alleged violation is fair and reasonable and fulfills all of its enforcement objectives. The Prosecution Team further asserts no additional action is warranted concerning the violations, except as provided in this Order, and that this Order is in the public's best interest.

Section III: STIPULATIONS

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

1. **Jurisdiction:** The Parties agree that the Regional Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulation.
2. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability in the amount **\$5,557,700** to resolve the violation specifically alleged in this Stipulated Order as follows:
 - a. **Payment:** No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$188,209.52**, made payable to "State Water Pollution Cleanup and Abatement Account," referencing the Order number on page one of this Stipulated Order, to:

State Water Resources Control Board Accounting Office
Attn: ACL Payment²
P.O. Box 1888
Sacramento, CA 95812-1888

The Discharger shall email a copy of the check to the State Water Board's, Office of Enforcement (Julie.Macedo@waterboards.ca.gov), and to the Regional Water Board (Debbie.Phan@waterboards.ca.gov).

- b. **Enhanced Compliance Actions and Suspended Liability:** As described in greater detail in Attachments C and D, the Discharger hereby agrees to complete two Enhanced Compliance Actions (ECAs) that largely comprise the \$5,557,700 total penalty amount. The Director of the Office of Enforcement authorized a blanket exceedance of the customary 50 percent limit on SEPs/ECAs when the projects are in disadvantaged communities. According to [CalEnviroScreen 4.0](#) and CalEPA's [Disadvantaged Communities Map](#), the Discharger's service area of Pittsburg, Antioch, and Bay Point are disadvantaged communities. The Parties agree the remaining **\$5,369,490.48** of the administrative civil liability penalty (ECA Amount) shall be permanently suspended upon completion of the following two ECAs:
 - i. The Parties agree that **\$4,330,000** of the administrative civil liability shall be permanently satisfied and suspended pending the funding and completion of

² Payment will be deposited into the Cleanup and Abatement Account; see Enforcement Policy, Appendix C.

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- the Shore Acres Force Main Repair Project (Shore Acres ECA) described in section III, paragraph 3.a, and Attachment C, the terms of which are incorporated herein by reference.
- ii. The Parties agree that **\$1,039,490.48** of the administrative civil liability shall be permanently satisfied and suspended pending the funding and completion of the Wastewater Treatment Plant Outfall Enhancements Project (WWTP Outfall ECA) described in section III, paragraph 3.b, and Attachment D, the terms of which are incorporated herein by reference.
3. **ECA Description:** As described in section III, paragraph 2, the Discharger will fund and implement the Shore Acres ECA and the WWTP Outfall ECA.
 - a. **Shore Acres ECA:** The Shore Acres ECA will add a parallel 0.9-mile permanent force main connecting to the Shore Acres Pump Station. The new force main will allow the primary replacement of the existing force main connected to the Shore Acre Pump Station. This project will provide additional wastewater flow conveyance capacity and increased flexibility when it comes to operations and maintenance. Attachment C further describes the ECA and its project milestones, budget, and reporting schedule.
 - b. **WWTP Outfall ECA:** The WWTP Outfall ECA will retrofit the Discharger's wastewater treatment plant outfall diffuser ports with "duckbill" check valves. The check valves will enhance the seal out the outfall, improving the outfall's backflow operations. Attachment D further describes the ECA and its project milestones, budget, and reporting schedule.
 4. **ECA Requirements:** The Parties agree that the ECA Amount is to be spent on the ECAs identified in Attachments C and D and that the ECA Amount shall be treated as a suspended administrative civil liability, which will be permanently suspended at the time of project completion, for purposes of this Stipulated Order. The Regional Water Board is entitled to recover any ECA funds that are not expended in accordance with this Stipulated Order.
 5. **Nexus to the Violation:** The State Water Board's Policy on Supplemental Environmental Projects (SEP Policy) requires that an ECA have a nexus to the alleged violation (SEP Policy, section VIII.F. and footnote 4). The Shore Acres ECA has a geographic nexus to the alleged violation as it is where the violation occurred and the WWTP Outfall ECA is in the New York Slough, which is tributary to the Suisun Bay watershed.
 6. **SEP/ECA Categories:** The SEP Policy provides seven categories of SEPs/ECAs (SEP Policy, section V).
 - a. The Shore Acres ECA falls under the Public Health category as the project intends to enhance the wastewater conveyance system resiliency in the community in which the sanitary sewer spill occurred.

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- b. The WWTP Outfall ECA falls under the Pollution Reduction category as the project intends to improve water quality at the outfall by reducing sediment and aquatic organism entry into the outfall, improve final effluent mixing, and reduce potential for flow reversal and/or aquatic organism entry into the outfall.
7. **ECA Oversight:** The Regional Water Board will provide additional oversight of the ECAs, which includes, but is not limited to, updating regulatory and records databases, reviewing and evaluating progress, conducting site inspections, reviewing the final completion report, and verifying appropriate expenditure of the ECA Amount. The Discharger is responsible for any charged costs for any reasonable and necessary Regional Water Board staff oversight, which is not included in the ECA Amount.
8. **ECA Completion Date:** The Shore Acres ECA is expected to be completed by December 31, 2027, and the WWTP Outfall ECA is expected to be completed by December 31, 2028.
9. **Reporting Requirements for the ECA:** The Discharger shall submit the following reports on ECA implementation to the Regional Water Board:
 - a. **Quarterly Reports:** The SEP Policy requires quarterly reporting from the Dischargers, at a minimum. Quarterly Reports shall be due every three months until each ECA's completion date. The Quarterly Reports, at a minimum, must describe the tasks completed during the previous quarter, whether milestones and deadlines contained in Attachments C and D are being achieved and if not, the cause(s) of the delay(s) and the anticipated date of compliance with this Stipulated Order. The Quarterly Reports may also include descriptions and photos of activities completed during the previous quarter and an analysis of the ECA's progress. The first quarterly report shall be due three months from the date of adoption of this Order. Quarterly reports shall be submitted in accordance with Attachment C, section 10, and Attachment D, section 10.
 - b. **Certification of ECA Completion:** No later than the deadlines contained in Attachments C and D, the Discharger must submit a final report for each ECA that documents its completion and provides a certified statement of ECA completion (Certification of ECA Completion), signed under penalty of perjury, that documents the following:
 - i. Certification of completion in accordance with the terms of this Stipulated Order, addressing how the expected outcome(s) for the project were met;
 - ii. Certification documenting the expenditures on the ECA during the completion period for the ECA; and
 - iii. Certification that all applicable environmental laws and regulations were followed in implementing the ECA, including the California Environmental

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Quality Act, Porter-Cologne Water Quality Control Act, and federal Clean Water Act.

Documentation of ECA completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate ECA completion and the costs incurred.

10. **Publicity Associated with the ECA:** Whenever the Discharger, or its agents, publicizes one or more ECA elements, it shall state in a prominent manner that the project was undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
11. **Site Inspections:** The Discharger shall (1) allow the Regional Water Board staff to inspect the implementation of either the Shore Acres ECA or the WWTP Outfall ECA during normal business hours, provided reasonable notice is provided to the Discharger and (2) upon request, provide Regional Water Board staff with access to documents associated with either ECA implementation.
12. **ECAs are Above and Beyond the Discharger's Obligations:** The Shore Acres and WWTP Outfall ECAs included in this Stipulated Order contain only measures that go above and beyond the Discharger's obligations. The Shore Acres and WWTP Outfall ECAs are not part of the Discharger's normal business nor is the Discharger otherwise legally required to implement any portion of the ECAs.
13. **No Benefit to Regional Functions, Members, or Staff:** The ECAs provide no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family member of staff.
14. **Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
15. **Request for Extension of Completion Date:** If the Discharger cannot complete either the Shore Acres ECA or the WWTP Outfall ECA by its corresponding ECA Completion Date due to circumstances beyond the control of the Discharger or its agents and which could not have been reasonably foreseen and prevented or minimized by the exercise of due diligence, the Discharger shall notify the Executive Officer in writing within 30 days of the date that the Discharger first knew of the event or circumstance that caused or would cause a delay. The notice shall describe the reason for the non-compliance 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 to minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Discharger shall adopt all reasonable measures to avoid and minimize such delays.

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The determination as to whether the circumstances were beyond the reasonable control of the Discharger or its agents will be made by the Executive Officer. Where the Executive Officer concurs that compliance was or is impossible, despite timely good faith efforts, due to circumstances beyond the Discharger's control that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Discharger or its agents, a new compliance deadline shall be established. The Executive Officer will endeavor to grant a reasonable extension of time if warranted.

16. **Failure to Expend the ECA Amount on the Approved ECAs:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer or delegee that the entire ECA Amount was spent on the both the Shore Acres ECA and the WWTP Outfall ECA, the Dischargers shall pay the difference between the ECA Amount and the amount the Dischargers can demonstrate was actually spent on the ECAs (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Dischargers to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. Payment of the Difference shall satisfy the Discharger's obligations to implement the ECAs.
17. **Failure to Complete the ECA(s):** If either the Shore Acres or WWTP Outfall ECA is not fully implemented by their respective ECA Completion Dates listed in Section III, paragraph 8 and in Attachments C and D, respectively, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a "Notice of Failure to Complete ECA". The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegee. The Discharger shall be liable to pay the entire ECA Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegee determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on either the Shore Acres ECA or the WWTP Outfall ECA prior to the issuance date of the Notice. Within 30 days of the Regional Water Board's or its delegee's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in Section III, paragraph 2.a, above. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the Shore Acres ECA and/or the WWTP Outfall ECA.
18. **Replacement ECA:** If there is a material failure, in whole or in part, to perform the Shore Acres ECA and/or the WWTP Outfall ECA, due to circumstances beyond the control of the Discharger, and the Regional Water Board does not move to collect the Payment of Suspended Liability amount as provided in Section III, paragraph 17, above, the Parties agree that the Discharger may propose a Replacement ECA. Whether there is a material failure to perform an ECA shall be determined by the Executive Officer. The Discharger shall have 60 days from the date of the Executive

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Officer's determination to propose a Replacement ECA(s). The cost of the Replacement ECA shall be for the entire ECA Amount, or some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing and shall be treated as a suspended liability subject to the same conditions provided for the ECA being replaced. The terms and conditions of the Replacement ECA shall be memorialized in a Supplemental Agreement to this Stipulated Order, signed by both parties and approved by the Regional Water Board or its delegee

19. **Regional Water Board Acceptance of Completed ECA:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, and the completion of the Shore Acres and WWTP Outfall ECAs, the Regional Water Board or its delegee shall issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligation of the Discharger under this Stipulated Order and permanently suspend the ECA Amount.
20. **Compliance with Applicable Laws and Regulatory Changes:** The Discharger understands that payment of an administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that additional violations of the type alleged may subject them to further enforcement, including additional administrative civil liabilities. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.

21. **Party Contacts for Communications related to this Stipulated Order:**

For Regional Water Board:

Debbie Phan
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
Debbie.Phan@waterboards.ca.gov
(510) 622-2411

Counsel:

Julie Macedo, Senior Staff Counsel State
Water Resources Control Board Office of
Enforcement
801 K Street, 23rd Floor
Sacramento, CA 95814
Julie.macedo@waterboards.ca.gov
(916) 323-6947

For Delta Diablo:

Vince De Lange, General Manager
Delta Diablo
2500 Pittsburg-Antioch Highway
Antioch, CA 94509
VinceD@deltadiablo.org
(925) 756-1920

Counsel:

Rebecca Hooley
Assistant County Counsel
Contra Costa County Counsel's Office
1025 Escobar Street, 3rd Floor
Martinez, CA 94553
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(925) 655-2254

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Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Nicole.Granquist@stoel.com
(916) 527-6243

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22. **Attorneys' Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
23. **Covered Matters:** Upon the Regional Water Board's adoption of this Order, this Order presents a final and binding resolution and settlement of the violation alleged in this Stipulated Order. The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 2.a, and the successful completion of both the Shore Acres ECA and the WWTP Outfall ECA as outlined in this Stipulated Order, Attachment C and Attachment D, or full payment of the associated ECA Amount.
24. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Assistant Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
25. **Procedure:** The Parties agree that the procedure that has been adopted for the approval of the settlement by the Parties and review by the public, as reflected in this Order, will be adequate. In the event procedural objections are raised prior to this Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
26. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order, except the Regional Water Board must comply with applicable requirements regarding timeliness of bringing an action. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Order.
27. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

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28. **Interpretation:** This Stipulated Order shall not be construed against the party preparing it, but shall be construed as if the Parties jointly prepared it and any uncertainty and ambiguity shall not be interpreted against any one party.
29. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation whether made before or after the execution of this Order. All modifications must be made in writing and approved by the Regional Water Board or its delegee.
30. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
31. **If Order Does Not Take Effect:** The Discharger's obligation under this Stipulated Order is contingent upon the entry of the Order of the Regional Water Board as proposed. In the event that this Stipulated Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess an administrative civil liability for the underlying alleged violation, or may continue to pursue settlement. 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 any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; Rule 408, Federal Rules of Evidence; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:
- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections to the extent that they 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, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period that the Order or decision by settlement may be subject to administrative or judicial review.
32. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Regional Water Board, hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, should the settlement not be adopted, and should the matter proceed to the Regional Water

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Board or State Water Board for hearing, the Discharger does not waive the right to a hearing before an order is imposed.

33. **Waiver of Right to Petition:** Except in the instance where the settlement is not adopted by the Regional Water Board, the Discharger hereby waives the right to petition the Regional Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives the right, if any, to appeal the same to a California Superior Court and/or any California appellate level court.
34. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order.
35. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that they are authorized to execute this Order on behalf of and to bind the entity on whose behalf the Order is executed.
36. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Stipulated Order.
37. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligation on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
38. **No Admission of Liability/ No Waiver of Defenses:** In settling this matter, the Discharger does not admit to any of the allegations stated herein or admit to any violations of the Water Code, or any other federal, State, or local law or ordinance. By entering this Stipulated Order, the Discharger does not waive any defenses or arguments related to any future enforcement brought by the Regional Water Board. The existence of this settlement, however, may be considered in future enforcement actions pursuant to the "history of violations" factor.
39. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
40. **Counterpart Signatures; Facsimile and Electronic Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature

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and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

41. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegee, enters the Order incorporating the terms of this Stipulated Order.

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IT IS SO STIPULATED.

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

By: _____
Keith Lichten, Assistant Executive Officer

Date

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IT IS SO STIPULATED.

DELTA DIABLO

By: **Vince De Lange**

Vince De Lange, General Manager

Digitally signed by Vince De Lange
Date: 2026.03.20 08:03:49 -07'00'

3/20/26

Date

ORDER OF THE REGIONAL WATER BOARD

1. The foregoing Stipulation, including Attachments A, B, C, and D are fully incorporated herein and made part of this Order.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e), and has applied the State Water Board’s Enforcement Policy, which is incorporated herein by reference. The consideration of these factors and application of the Enforcement Policy are based on information the Prosecution Team obtained in investigating the allegation set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional Water Board or its delegate finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations. Additionally, this Order generally accepts the plans proposed for the ECA prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.

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

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

Date

Attachment A – Administrative Civil Liability Factors
Delta Diablo

ATTACHMENT A
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order

Factors in Determining
Administrative Civil Liability

ATTACHMENT A

DELTA DIABLO, CONTRA COSTA COUNTY ALLEGED VIOLATION AND FACTORS IN DETERMINING ADMINISTRATIVE CIVIL LIABILITY

This document provides details to support a discretionary administrative civil liability in response to Delta Diablo's (Discharger) alleged violation of the State Water Board Order WQ 2022-0103-DWQ, *Statewide General Waste Discharger Requirements for Sanitary Sewer Systems* (Sanitary Sewer Order) for a discharge that occurred in a marshland area on federal property owned by Military Ocean Terminal Concord and adjacent to a natural drainage channel that leads to Suisun Bay.

The San Francisco Bay Regional Water Quality Control Board (Regional Water Board) Prosecution Team has derived the proposed administrative civil liability by applying the State Water Resources Control Board's (State Water Board) *2024 Water Quality Enforcement Policy*³ (Enforcement Policy).

Application of the Enforcement Policy

The Enforcement Policy establishes a methodology for assessing administrative civil liability to address the factors required by California Water Code section 13385, subdivision (e), including "...the nature, circumstance, extent, and gravity of the violation or violations, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on its ability to continue its business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic benefit or savings, if any, resulting from the violation, and other matters that justice may require." This document applies the methodology associated with the Enforcement Policy's steps, as discussed in detail below.

Sanitary Sewer Spill Causes and Circumstances

The Discharger owns and operates a sanitary sewer system consisting of approximately 76 miles of gravity and pressure sewer lines, 5 pump stations, and 1 flow equalization station, all of which are used to convey domestic and industrial wastewater from the cities of Pittsburg and Antioch and the unincorporated community of Bay Point to the Delta Diablo Wastewater Treatment Plant.

The Discharger is required to operate and maintain its sanitary sewer system in compliance with the Sanitary Sewer Order. Section 4.2 of the Sanitary Sewer Order prohibits any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State. Additionally, section 301 of the federal Clean Water Act prohibits the discharge of any

³ https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf

pollutant by a person except in compliance with the Clean Water Act. (33 U.S.C. § 1311.)

On December 2, 2024, the Discharger identified a subsurface break in a force main connected to its Shore Acres Pump Station in Bay Point. The Shore Acres conveyance system delivers an average daily flow of approximately 1.1 million gallons (MG) of wastewater each day. The break caused a sanitary sewer spill in a marshland area located on federal property owned by Military Ocean Terminal Concord, adjacent to a natural drainage channel that leads to Suisun Bay. The spill was not discovered immediately because the break occurred approximately five feet below grade in an intermittently submerged area. Based on the Discharger's flow monitoring data and known baseline flows, the spill likely began on November 5, 2024, and stopped on December 4, 2024, when the Discharger repaired a 20-foot segment of the Shore Acres Force Main, resulting in an estimated wastewater discharge of 23,052,900⁴ gallons.

Summary of Alleged Violations

This administrative civil liability addresses an alleged violation of the Sanitary Sewer Order resulting in unauthorized discharge of pollutants to Waters of the United States. This recommended liability represents a significant penalty because a large volume of untreated sewage discharged to a marshland and eventually made its way to Suisun Bay. Once the spill was known, the Discharger notified the McAvoy Yacht Harbor, a private marina located a mile to the east and posted warning signs at the edge of the marshland area, adjacent to Suisun Bay; these signs were removed on March 4, 2025.

ALLEGED VIOLATION: Discharge Dates

The Discharger is required to operate and maintain its sanitary sewer system in compliance with the Sanitary Sewer Order. This administrative civil liability asserts that the Discharger failed to prevent discharges from its sanitary sewer system, specifically from its Shore Acres Force Main, from November 5, 2024, through December 4, 2024.

Step 1. Actual or Potential for Harm for Discharge Violations

The Enforcement Policy states that three factors must be considered to assess the actual or potential harm of the violation to the water body's beneficial uses: (1) the degree of toxicity of the discharge; (2) the actual harm or potential harm to beneficial uses; and (3) the discharge's susceptibility to cleanup or abatement.

⁴ This volume estimate subtracts both material that remained on site in storage tanks, and that was pumped out via vacuum trucks.

Degree of Toxicity of the Discharge: 3

The degree of toxicity considers the physical, chemical, biological, and/or thermal characteristics of the discharge, and the risk of damage the discharge could cause to the receptors or beneficial uses. A score between 0 and 4 is assigned.

A score of 3 (above moderate) is warranted because the discharge consisted of untreated sewage, which is potentially toxic to aquatic organisms and contains high levels of bacteria.

Actual Harm or Potential Harm to Beneficial Uses: 2

This factor considers the actual harm or potential harm to beneficial uses that may result from exposure to the pollutants or contaminants in the discharge. A score between 0 and 5 is assigned.

The spill discharged in a marshland area adjacent to a natural drainage area that flows to Suisun Bay, a shallow tidal estuary. The beneficial uses of Suisun Bay, as described in the *Water Quality Control Plan for the San Francisco Bay Region* (Basin Plan),⁵ are industrial services supply; industrial process supply; commercial and sportfishing; cold freshwater habitat; estuarine habitat; migration of aquatic organisms; rare, threatened, or endangered species; spawning, reproduction, and development; wildlife habitat; water contact recreation; non-contact water recreation; and navigation.

Following the discovery of the spill, the Discharger inspected the marshland and did not observe impacts to the aquatic life, wildlife, or vegetation in the area. The Discharger collected water samples from the marshland area and the receiving water in Suisun Bay from December 3, 2024, to February 28, 2025, and reviewed the results with Larry Walker Associates, an environmental engineering consultant. On the first day of sampling, ammonia levels in the marshland and Suisun Bay receiving waters were above the water quality objective of 0.94 milligram per liter (mg/L) and enterococcus and fecal coliform levels were elevated when compared to background levels. High levels of ammonia can be toxic to aquatic life. Additionally, fecal coliform and enterococcus are bacteria indicators to protect water contact water recreation. While there are no public beaches or access conditions near the spill location, Suisun Bay has existing beneficial uses for water contact recreation and non-contact water contact recreation.

On December 23, 2024, biologists from WRA Environmental Consultants assessed the marshland and noted minimal disturbance to sensitive wetland areas, which were limited to the repair site. No additional evidence of impacts to the adjacent marsh or direct effects on wildlife species were observed. Moreover, WRA Environmental Consultants noted that the leaked sewage did not spread across the marsh surface.

A score of 2 (below moderate) is warranted. While the first day of sampling demonstrated elevated ammonia, enterococcus, and fecal coliform levels in the

⁵ https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/planningtmdls/basin_plan/web/docs/ADA_compliant/BP_chapter_2.pdf

marshland and Suisun Bay, these levels substantially decreased through December 2024. Additionally, impacts to the surrounding aquatic life, wildlife, and vegetation were limited to the repair site, indicating the effects of the discharge were short term, but not appreciable.

Susceptibility to Cleanup or Abatement: 1

A score of 0 is assigned if the discharger (or appropriate agency) cleans up 50 percent or more of the discharge within a reasonable time, while a score of 1 is assigned if less than 50 percent of the discharge is susceptible to clean up, or if 50 percent of the discharge is susceptible to cleanup or abatement, but the discharger failed to clean up 50 percent or more of the discharge within a reasonable time.

Based on the Discharger's historical flow data, the spill volume was estimated to be 24.52 million gallons, of which approximately 1.47 million gallons was recovered using storage tanks and more than 300 vacuum trucks. A score of 1 is appropriate for this factor because less than 50 percent of the spill was recovered

Final "Potential for Harm" Score: 6

The scores for the three-factors are added, resulting in a Potential for Harm score of 6 (3 + 2 + 1).

Step 2. Per Gallon and Per Day Assessment for Discharge Violations

The Enforcement Policy requires the Water Boards to determine an initial liability amount on a per gallon basis using the Potential for Harm score and the extent of Deviation from Requirement of the violation for discharge violations. For discharges in excess of 2,000,000 gallons, the Water Boards may elect to use a maximum of \$1.00 per gallon with the above factor to determine the per gallon amount.

Where appropriate under the Enforcement Policy and allowed by the Water Code, both the per gallon and the per day amounts should be determined and added together.

Deviation from Requirement: Major

The Enforcement Policy requires determination of whether the violation represents a minor, moderate, or major deviation from the applicable requirements.

The Sanitary Sewer Order specifically prohibits any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State. This sewage spill represents a "major" deviation from the requirement.

Per Gallon Factor: 0.28

Using Table 1 in the Enforcement Policy, a Per Gallon Factor of 0.28 is assigned.

Gallons Discharged to Surface Water: 23,052,900 gallons

The Discharger's 90-day Amended Spill Technical Report estimated 23,052,900 gallons of untreated sewage reached surface waters. Pursuant to Water Code section 13385, we subtract the first 1,000 gallons from this amount. For discharges in excess of

2,000,000 gallons, or for discharges of recycled water that has been treated for reuse, the Water Boards may elect to use a maximum of \$1.00 per gallon with the above factor to determine the per gallon amount. The initial liability, calculated using the per-gallon factor, \$1 per gallon, and the discharge volume minus 1,000 gallons, is as follows:

<p>Per Gallon Assessment: Alleged Violation</p> $0.28 \text{ per gallon factor} \times (23,052,900 \text{ gallon} - 1,000 \text{ gallons}) \times \$1/\text{gallon} = \$6,454,532$

Per Day Factor: 0.28

Using Table 2 in the Enforcement Policy, a Per Day Factor of 0.28 is assigned.

Days of Violation: 30 days

Based on the Discharger's historical flow data, the spill likely began on November 5, 2024, and ceased on December 4, 2024, when the force main repairs were completed. The spill lasted for 30 days. The 2024 Enforcement Policy does not allow days to be collapsed for discharge violations.

<p>Per Day Assessment: Alleged Violation</p> $0.28 \text{ per day factor} \times 30 \text{ days} \times \$10,000/\text{day} = \$84,000$
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Step 3. Per Day Assessment for Non-Discharge Violations

This step is not applicable because this violation is a discharge violation.

Step 4. Adjustment Factors

The Enforcement Policy states that three additional factors must be considered for potential modification of the liability amount: (a) the Discharger's degree of culpability, (b) the Discharger's prior history of violations, and (c) the Discharger's voluntary efforts to cleanup, or their cooperation with regulatory authorities after the violation. In determining these adjustment factors, the Prosecution Team has reviewed the conduct of the Discharger in consideration of an appropriate penalty.

Culpability: 1.25

The Enforcement Policy states that higher liabilities should result from intentional or negligent violations as opposed to accidental violations. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier for intentional misconduct or gross negligence.

For the sanitary sewer spill, a higher culpability factor is appropriate because the Discharger is responsible for the operation and maintenance of its collection system pipelines. While the spill was not intentional, the Discharger could and should have identified the spill earlier by escalating the issue with the influent flow and prioritizing the

review of its SCADA system, substantially lowering the spill volume. A multiplier value of 1.25 is appropriate.

History of Violation: 1.0

The Discharger does not have a history of adjudicated violations relevant to this matter.

Cleanup and Cooperation: 0.80

This factor reflects the extent to which a discharger voluntarily cooperates in returning to compliance and correcting environmental damage. A multiplier between 0.75 and 1.5 is to be used, with a higher multiplier when there is a lack of cooperation.

Once the Discharger determined the spill location on December 2, 2024, the Discharger coordinated with an emergency construction contractor to conduct initial site evaluations. The following day, the Discharger readied an onsite storage tank capable of storing 800,000 gallons to capture the incoming wastewater flow. In addition, the Discharger contacted multiple peer agencies and private companies to deploy nine sewer cleaning value trucks to physically transport wastewater from the upstream manhole to the discharge downstream of the force main break, rerouting 667,100 gallons of incoming wastewater. This ceased the wastewater spill for 23 hours; preventing the release of 1.5 million gallons of wastewater to the marshland. This allowed the Discharger to concurrently work on excavation and repair. While not sufficient to affect the “susceptible to cleanup and abatement factor” above, Discharger’s efforts to prevent further discharge was commendable.

On December 4, 2024, the Discharger completed the repair of a 20-foot section of the force main, and returned the line to service, ceasing the sanitary sewer spill. In addition, on December 6, 2024, the Discharger completed the construction of an above ground temporary bypass piping system to serve as a backup system while facilitating additional force main inspections and repairs as needed. The Discharger was proactive in preventing further wastewater discharges, repairing the force main break, and providing redundancy in its wastewater conveyance. Finally, the Discharger took the initiative and procured a root cause analysis prior to the commencement of an enforcement action. Throughout the settlement discussions, Discharger was cooperative with the Regional Water Board and transparent in reporting. The Prosecution Team determined a multiplier of 0.80 is appropriate for this factor.

Step 5. Total Base Liability and Statutory Maximum Liability Amount

The Total Base Liability is determined by multiplying the following: the Per Day Factor, the number of days, the statutory maximum of \$10,000 per day, the degree of culpability factor, the history of violations factor, and the cleanup and cooperation factor.

Water Code section 13385, subdivision (c)(2) states that the per gallon maximum civil liability is 10 dollars per gallon multiplied by the number of gallons discharged but not cleaned up over 1,000 gallons. Because the discharge was to a Water of the United States, pursuant to Water Code section 13385, we also analyzed the days of discharge for the penalty.

The statutory maximum liability is determined by multiplying the number of days by the statutory maximum (\$10,000/day, as described in Water Code section 13385).

<p style="text-align: center;">Total Base Liability: Alleged Violation (\$6,454,532+ \$84,000) × 1.25 × 1.0 × 0.80 = \$6,538,532</p> <p style="text-align: center;">Statutory Maximum: Alleged Violation (23,051,900 gallons × \$10/gallon) + (30 days × \$10,000/day) = \$230,819,000</p>
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Step 6: Economic Benefit

The economic benefit of noncompliance was calculated using BEN version 2025.0.0 (July 2025). Using standard economic principles such as time-value of money and tax deductibility of compliance costs, BEN calculates a responsible party’s economic benefit derived from delaying or avoiding compliance with environmental statutes.

Information provided by the Discharger was analyzed to calculate the economic benefit, which included additional training and the force main repair project. For more information, please see Attachment B.

Step 7: Other Factors as Justice May Require

The Enforcement Policy states that if the Water Board believes the amount determined using the above factors is inappropriate, then the amount may be adjusted under the provision for “other factors as justice may require,” but only if express findings are made to justify this adjustment. The Regional Water Board Prosecution Team asserts that the base liability for the Alleged Violation is appropriate. Given the volume of the discharge and the discretionary inclusion of days of violation (two related factors that were addressed through significant enforcement), the penalty at issue was quite large. The Prosecution Team felt it appropriate to offer a 15 percent reduction in the final amount, which modified the penalty from \$6,538,532 to \$5,557,700. In addition, the region did not seek staff costs.

Step 8. Ability to Pay and Continue in Business

The Water Code and the Enforcement Policy require the Water Boards to consider a discharger’s ability to pay when imposing administrative civil liabilities (ACLs). These liabilities should be imposed at levels that do not allow violators to obtain a competitive economic advantage over dischargers that voluntarily incur the costs of regulatory compliance. The Regional Water Board has no obligation to ensure that a discharger has the ability to pay an ACL amount; instead, the Regional Water Board must only consider these factors when imposing a civil liability. If staff makes an initial showing that a discharger has sufficient income or net worth to pay the proposed ACL, then the

burden of proof on this factor shifts to the discharger to produce sufficient evidence that it lacks an ability to pay.

Based on the currently available information, the Prosecution Team has determined the Discharger is able to pay the proposed ACL and continue in business. The Discharger does not object to this assessment.

Step 9. Maximum and Minimum Liability Amounts

Statutory Maximum: The maximum liability is found in Water Code section 13385(c) and is \$10 per gallon and \$10,000 per day per violation. The maximum liability for each alleged violation is shown at the end of each violation description; the combined total maximum liability for all eight violations is \$230,819,000.

Statutory Minimum: Water Code section 13385(e) requires that, at a minimum, the economic benefit derived from the violations be recovered. The Enforcement Policy states that the Water Board should strive to impose civil liabilities 10 percent greater than the economic benefit to the violator. The Discharger received an economic benefit of \$171,099.56 based on the delayed or avoided expenditures; see Attachment B. That amount plus 10 percent is \$188,209.52.

Step 10. Final Liability Amount

The final liability amount consists of the added amounts for each alleged violation, with any allowed adjustments, provided the amount is within the statutory minimum and statutory maximum amounts. Based on the foregoing analysis, the reduction for “other factors as justice may require” and discharger-specific factors, the proposed Administrative Civil Liability is **\$5,557,700**.

ATTACHMENT B
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order
Economic Benefit

ATTACHMENT B

DELTA DIABLO, CONTRA COSTA COUNTY ECONOMIC BENEFIT ANALYSIS ANALYST: JAMIE STEELE, WATER RESOURCE CONTROL ENGINEER

Estimated Economic Benefit: \$145,679

Pursuant to California 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 *2024 Water Quality Enforcement Policy* (Enforcement Policy) provides that the economic benefit of noncompliance should be calculated using the United States Environmental Protection Agency's (U.S. EPA) Economic Benefit Model (BEN) program unless it is demonstrated that an alternative method of calculating the economic benefit is more appropriate. The economic benefit was calculated using BEN Version 2025.0.0 (July 2025). Using standard economic principles such as time-value of money and tax deductibility of compliance costs, BEN calculates a responsible party's economic benefit derived from delaying or avoiding compliance with environmental statutes.

This economic benefit analysis is for Delta Diablo (hereafter, Discharger) for the alleged failure to comply with requirements of State Water Board Order WQ 2022-0103-DWQ, *Statewide General Waste Discharger Requirements for Sanitary Sewer Systems* (Sanitary Sewer Order) that resulted in an unauthorized discharge to Waters of the United States. Review of information provided by the Discharger revealed corrective actions that would have helped prevent or mitigate the violation.

The alleged violation of the Sanitary Sewer Order was the result of failure to conduct annual Supervisory Control and Data Acquisition (SCADA) training, failure to rehabilitate or replace the force main, and failure to treat the spilled wastewater. These avoided and delayed expenses have benefited the Discharger.

CIWQS Spill ID 1137884 (hereafter, Spill) was caused by a force main failure due to localized corrosion. Had the Discharger visually inspected the force main with a closed-circuit television (CCTV) camera, they likely would have caught the corrosion and been able to prevent the force main failure. The avoided CCTV inspection resulted in an economic benefit of \$4,569.

The Spill began on November 5, 2024, but was not identified until December 2, 2024, as Operations Division staff were not consistently trained to conduct basic analysis of SCADA data. Had the Discharger conducted annual training on SCADA, this could have

helped mitigate the spill. The avoided annual training resulted in an economic benefit of \$13,993.

Emergency response activities related to the Spill found five locations in the force main with severe corrosion as well as minor corrosion in over half of the inspected footage, resulting in a project to rehabilitate or replace the force main. Had this repair or replacement project been completed earlier, it could have prevented the spill. The delayed cost of this project resulted in an economic benefit of \$131,686.

The Spill resulted in a total estimated discharge of 23,052,900 gallons, which was not recovered. Since this volume of sewage did not reach the wastewater treatment plant, the Discharger avoided the cost of treating the volume of spilled sewage. This resulted in an economic benefit of \$151,304.

In emails sent on January 28, 2026, and February 11, 2026, the Discharger presented the argument that the avoided cost of treating the spilled wastewater should be updated to better reflect the actual avoided costs directly associated with flow-based operations as the original estimate put together by State Water Board staff included fixed operating costs such as facility staffing. After reviewing the information provided, State Water Board staff determined that based on the particulars of this case, the argument that fixed operating costs would have remained largely the same was valid since the wastewater treatment plant would have only seen up to an approximately 8.1 percent reduction in flow on any given day due to the spill (assuming an average daily flow of 12.4 million gallons per day as stated on the Discharger's website). As such, the wastewater treatment plant would have largely continued to operate as normal. While there may have been other minor costs avoided, State Water Board staff agreed that the primary avoided costs associated with flow-based operations would have consisted of electricity, chemicals, and biosolids. Using a revised input value of \$19,965.24 based on data presented by the Discharger, the economic benefit analysis was updated on February 12, 2026, to reflect this change. All other economic benefit components, as well as the penalty payment date used in the original analysis, remained the same. Changes to the penalty payment date will affect the total economic benefit. **The updated economic benefit analysis resulted in a revised estimated economic benefit amount of \$171,099.56.**

ATTACHMENT C
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order

Enhanced Compliance Action:
Shore Acres Force Main Repair Project

ATTACHMENT C

DELTA DIABLO, CONTRA COSTA COUNTY DESCRIPTION OF ENHANCED COMPLIANCE ACTION SHORE ACRES FORCE MAIN REPAIR PROJECT

Basic Information

1. **Name:** Shore Acres Force Main Repair Project, which is referred to as the “Shores Acre ECA” in the Stipulated Order that approves this project as an Enhanced Compliance Action (ECA).
2. **Location:** Bay Point, California
3. **Budget:** \$4,330,000
4. **Project Implementor:** Delta Diablo (Discharger)
5. **Contact:** Vince De Lange, General Manager, vinced@deltadiablo.org
6. **Project Description and Goal:** The Shore Acres ECA will add a parallel 0.9-mile permanent force main connecting to the Shore Acres Pump Station. This parallel line will be sized to convey peak dry weather flows by “slip lining” the existing 16-inch Shores Acre Pump Station force main to restore structural integrity. Additionally, this will allow the primary replacement of the existing Shores Acre Pump Station force main, which will be resized to accommodate peak wet weather flows.

This project will provide additional wastewater flow conveyance capacity and increased flexibility when it comes to operations and maintenance, such as allowing the Shores Acre Pump Station force main to be taken out of service for routine inspections, condition assessments, maintenances, and repairs.

7. **Confirmation That the ECA Contains only Measures That Go Above and Beyond.** The Sanitary Sewer Order requires the Discharger to operate and maintain resilient sanitary sewer systems to prevent spills. The Discharger is obligated to repair the force main where the sanitary sewer spill occurred to prevent future spills. The addition of a secondary force main is extensive and provides redundancy in the sanitary sewer system, to which the Discharger is under no obligation to construct.
8. **Demonstration That the ECA Does not Directly Benefit, in a Fiscal Manner, a Regional Water Board's Functions, Its Members, or Its Staff:** While the reduction of sanitary sewer overflows will advance the Regional Water Board's goals to protect water and riparian habitats from pollution, and enhance water quality, Project funding does not directly benefit, in a fiscal manner, a Regional Water Board's functions, its members, or its staff. The Discharger will implement the Shores Acre ECA in the same region where the alleged violation in the Stipulated Order occurred. The Shores Acre ECA does not advance a project or activity directly under the

Attachment C – Study Description for Shores Aces ECA
Delta Diablo

purview or direction of the Regional Water Board, its members, or its staff, nor is it related to any abatement order or other legal or administrative mandate imposed by the Regional Water Board.

9. Study Milestones and Performance Measures

The ECA shall complete the following milestones to be deemed complete:

A. Planning and Design:

The ECA planning and design phase involves reviewing existing data and evaluating rehabilitation and/or replacement options. This phase also includes geotechnical investigations and permitting surveys, resulting in 75 percent, 90 percent, and 100 percent design submittals.

Estimated cost: \$310,000

Completion Date: No later than two months from the Stipulated Order's effective date.

B. Construction Bid:

The construction project will be procured through a formal bidding process in accordance with the California Public Contract Code. Following an evaluation for responsiveness and responsibility, and pending the absence of any bid protests, the Discharger will award the contract at a scheduled Board of Directors Meeting.

Estimated cost: \$20,000

Completion Date: No later than four months from the Stipulated Order's effective date.

C. Environmental Review:

This project is likely exempt from environmental review in accordance with California Environmental Quality Act (CEQA) under California Code of Regulations, Title 14, Section 15302, Class 2(c) – Replacement or Reconstruction of Existing Utility Systems. The Discharger will undertake appropriate action to complete the environmental review process under CEQA.

Estimated cost: \$50,000

Completion Date: No later than four months from the Stipulated Order's effective date.

D. Construction:

Rehabilitation of the existing 16-inch line will utilize high-density polyethylene (HDPE) or fusible polyvinyl chloride (FPVC), while fittings will consist of epoxy-coated ductile iron. Construction will likely be executed via trenchless sliplining.

Estimated Cost: \$3,200,000

Completion Date: No later than 12 months from the Stipulated Order's effective date.

E. Site Management and Inspection

The Discharger will manage and inspect the project through a combination of in-house staff and consulting services, including specialized engineering, construction management, and inspection support from consulting firm(s). The integrated team will oversee all phases of the work, from active construction through commissioning, and final project closeout.

Estimated Cost: \$324,000

Completion Date: No later than 20 months from the Stipulated Order's effective date.

F. Engineering Services during Construction

To maintain project continuity and ensure delivery aligns with the original design intent, the Discharger will retain the Engineer-of-Record for engineering services during construction. The scope will include reviewing submittals, responding to Requests for Information (RFIs), and providing design support to facilitate successful project completion.

Estimated Cost: \$147,000

Completion Date: No later than 20 months from the Stipulated Order's effective date.

G. Discharger Hours

The Discharger will monitor all project labor to verify full compliance with prevailing wage laws. In addition, in-house support costs will be tracked across all project phases to align with the budget.

Estimated Cost: \$279,000

Completion Date: No later than 20 months from the Stipulated Order's effective date.

10. Quarterly Reports

The Discharger shall provide quarterly updates on this Project, with the Self-Monitoring Reports (SMRs) required by Order R2-2026-0004, Attachment E section 9.2.2.1. The Discharger shall submit these updates with the last monthly SMR of each calendar quarter due on February 1 (i.e., December SMR), May 1 (i.e., March SMR), August 1 (i.e., June SMR), and November 1 (i.e., September SMR). The Discharger shall start submitting reports starting with the first full calendar quarter after the Stipulated Order's effective date and ending with the Final Completion Report.

Quarterly reports shall include, at a minimum, the following: documentation of the tasks completed during the previous quarter and an analysis of the project's progress; an explanation for any incomplete tasks and an updated project schedule with projected completion dates, if necessary; descriptions and photos of activities completed during the previous quarter; results of any monitoring completed during the previous quarter; and an accounting of the money expended on the SEP in the previous quarter.

11. Final Completion Report

The Discharger shall submit a final completion report within eight months of project completion that includes the following: a summary of all completed tasks, an evaluation of the project's performance measures/success criteria, photos documenting the completion of the parallel force main, and a certified statement of ECA completion, signed under penalty of perjury, as required in Section III, paragraph 9.b, of the Stipulated Order.

12. Publicity

Whenever the Discharger, or its agents or subcontractors, publicizes one or more elements of the study, it shall state prominently that the study is undertaken as part of a settlement in a Regional Water Board enforcement action against the Discharger.

ATTACHMENT D
to
Settlement Agreement and Stipulation
for Entry of Administrative Civil Liability Order

Supplemental Environmental Project:
Wastewater Treatment Plant Outfall Enhancements Project

ATTACHMENT D

DELTA DIABLO, CONTRA COSTA COUNTY DESCRIPTION OF ENHANCED COMPLIANCE ACTION SHORE ACRES FORCE MAIN REPAIR PROJECT

Basic Information

1. **Name:** Wastewater Treatment Plant Outfall Enhancements Project, which is referred to as the “WWTP Outfall ECA” in the Stipulated Order that approves this project as an Enhanced Compliance Action (ECA).
2. **Location:** Pittsburg, California
3. **Budget:** \$1,075,000 (\$1,039,490.48 will be funded via this ECA, with the remaining \$35,509.52 being funded by Delta Diablo).
4. **Project Implementor:** Delta Diablo (Discharger)
5. **Contact:** Vince De Lange, General Manager, vinced@deltadiablo.org
6. **Project Description and Goal:** The WWTP Outfall ECA will retrofit the Discharger’s wastewater treatment plant outfall diffuser ports with “duckbill” check valves. The check valves will enhance the seal out the outfall, improving the outfall’s backflow operations.

This project will reduce sediment and aquatic organism entry into the outfall, improve final effluent mixing, and reduce potential for flow reversal at the outfall.

7. **Confirmation That the ECA Contains only Measures That Go Above and Beyond.** The addition of check valves at the Discharger’s outfall exceeds outfall operation and maintenance standards, to which the Discharger is under no obligation to install.
8. **Demonstration That the ECA Does not Directly Benefit, in a Fiscal Manner, a Regional Water Board's Functions, Its Members, or Its Staff:** While improving the outfall’s backflow operations will advance the Regional Water Board's goals to enhance water quality, project funding does not directly benefit, in a fiscal manner, a Regional Water Board's functions, its members, or its staff. The Discharger will implement the WWTP Outfall ECA in the New York Slough, which is a nexus to where the alleged violation in the Stipulated Order occurred. The WWTP Outfall ECA does not advance a project or activity directly under the purview or direction of the Regional Water Board, its members, or its staff, nor is it related to any abatement order or other legal or administrative mandate imposed by the Regional Water Board.

9. Study Milestones and Performance Measures

The ECA shall complete the following milestones to be deemed complete:

A. Planning and Design:

The planning and design portion of the ECA includes evaluation of the existing WWTP outfall diffuser and development of engineering design documents. Tasks include preparation of construction drawings and specifications, and completion of hydraulic evaluations and dilution modeling necessary to support the design and regulatory review of the proposed diffuser modifications.

Estimated cost: \$50,000

Completion Date: No later than 12 months from the Stipulated Order's effective date.

B. Environmental Review and Permitting:

The Discharger will undertake appropriate action to complete the environmental review process under CEQA. Permit applications for the proposed in-water modifications to the WWTP outfall diffuser will be processed. Regulatory approvals may include Clean Water Act Section 401 Water Quality Certification from the San Francisco Bay Regional Water Quality Control Board, Nationwide Permit authorization from the U.S. Army Corps of Engineers, coordination with the California State Lands Commission if required, and notification to California Department of Fish & Wildlife.

Estimated cost: \$75,000

Completion Date: No later than 26 months from the Stipulated Order's effective date.

C. Construction Bid:

Following completion of design and regulatory approvals, the construction project will be procured through a formal bidding process in accordance with the California Public Contract Code. Following an evaluation for responsiveness and responsibility, and pending the absence of any bid protests, the Discharger will award the contract at a scheduled Board of Directors Meeting.

Estimated Cost: \$10,000

Completion Date: No later than 26 months from the Stipulated Order's effective date.

D. Construction:

Installation of diffuser modifications will be performed using appropriate in-water construction methods, such as diver-assisted installation. Construction activities will conclude with system testing and project closeout activities.

Estimated Cost: \$800,000

Completion Date: No later than 33 months from the Stipulated Order's effective date.

E. Site Management and Inspection:

The Discharger will manage and inspect the project through a combination of in-house staff and consulting services, including specialized engineering, construction management, and inspection support from consulting firm(s). The integrated team will oversee all phases of the work, from active construction through commissioning, and final project closeout.

Estimated Cost: \$90,000

Completion Date: No later than 36 months from the Stipulated Order's effective date.

F. Discharger Hours:

The Discharger will monitor all project labor to verify full compliance with prevailing wage laws. In addition, in-house support costs will be tracked across all project phases to align with the budget.

Estimated Cost: \$50,000

Completion Date: No later than 36 months from the Stipulated Order's effective date.

10. Quarterly Reports

The Discharger shall provide quarterly updates on this Project, with the Self-Monitoring Reports (SMRs) required by Order R2-2026-0004, Attachment E section 9.2.2.1. The Discharger shall submit these updates with the last monthly SMR of each calendar quarter due on February 1 (i.e., December SMR), May 1 (i.e., March SMR), August 1 (i.e., June SMR), and November 1 (i.e., September SMR). The Discharger shall start submitting reports starting with the first full calendar quarter after the Stipulated Order's effective date and ending with the Final Completion Report.

Quarterly reports shall include, at a minimum, the following: documentation of the tasks completed during the previous quarter and an analysis of the project's

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progress; an explanation for any incomplete tasks and an updated project schedule with projected completion dates, if necessary; descriptions and photos of activities completed during the previous quarter; results of any monitoring completed during the previous quarter; and an accounting of the money expended on the SEP in the previous quarter.

11. Final Completion Report

The Discharger shall submit a final completion report within eight months of project completion that includes the following: a summary of all completed tasks, an evaluation of the project's performance measures/success criteria, photos documenting the complete installation of the "duckbill" check valves, and a certified statement of ECA completion, signed under penalty of perjury, as required in in Section III, paragraph 9.b, of the Stipulated Order.

12. Publicity

Whenever the Discharger, or its agents or subcontractors, publicizes one or more elements of the study, it shall state prominently that the study is undertaken as part of a settlement in a Regional Water Board enforcement action against the Discharger.