

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2006-0512

THE CITY OF ANTIOCH
OLD ANTIOCH LANDFILL
CONTRA COSTA COUNTY

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Board), and the City of Antioch (Discharger) hereby agree to this Settlement Agreement (Agreement) of Administrative Civil Liability (ACL) Complaint No. R5-2006-0512, dated 19 July 2006.

1. This Agreement is entered into by the Executive Officer and the Discharger to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC) and Cleanup and Abatement Order (CAO) No. R5-2002-0735.
2. The Executive Officer agrees that full compliance with this Agreement constitutes settlement of ACL Complaint No. R5-2006-0512. ACL Complaint No. R5-2006-0512 states that the City of Antioch failed to complete corrective actions by the deadline stipulated in the CAO No. R5-2002-0735. ACL Complaint No. R5-2006-0512 proposed a liability in the amount of \$300,000.
3. City of Antioch has proposed to settle this matter.
4. The Executive Officer and the Discharger believe that settlement of this matter is in the best interest of the people of the State. Therefore, in settlement of ACL Complaint No. R5-2006-0512, the Discharger agrees to comply with the following terms and conditions:
 - a. The Discharger agrees to pay \$50,000 to the *State Water Resources Control Board Discharge Permit Fund (Permit Fund)* within 10 days of the date this Agreement becomes final (i.e., by **8 January 2007**).
 - b. The Discharger agrees to complete the approved Supplemental Environmental Project (SEP) at a cost equal to or greater than \$50,000. The project tasks and timelines are detailed in Attachment A. The Discharger agrees to complete the SEP and submit a final report by **30 September 2007**. The SEP shall consist of a wetland enhancement project in the area south of the Atchison Topeka Santa Fe Railroad tracks near the Municipal Marina.
 - c. If the SEP is not complete by **30 September 2007**, the Discharger agrees to pay the entire \$50,000 to the Permit Fund by **10 October 2007**.
 - d. By **31 October 2007**, the Discharger shall submit a final report documenting completion of the project with copies of contractor(s) invoices that show how much money was spent. The Discharger shall pay any unused portion of the \$50,000 allocated for the SEP to the Permit Fund by **10 November 2007**.

- e. An additional \$50,000 shall be deferred pending completion of corrective actions on the City's portion of the Antioch Landfill. The corrective actions shall fully comply with Cleanup and Abatement Order No. R5-2002-0735 by **31 December 2008**. If the City is unable to comply with the **31 December 2008** timeline, the full-deferred amount shall be paid to the Permit Fund by **10 January 2009**.
5. In consideration of the City's compliance with this Agreement, the Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the City for the violations alleged in ACL Complaint No. R5-2006-0512. In consideration of the Executive Officer's settlement of ACL Complaint No. R5-2006-0512, the City agrees to toll any applicable statute of limitations.
6. Compliance with this Agreement will be measured by the timely submittal of the \$50,000, the timely completion of the SEP and the timely completion of the corrective actions on the City's portion of the Antioch Landfill. If the Discharger fails to fully comply with this Agreement at any time, then **within 30 days of the demand of the Executive Officer**, the Discharger shall submit payment of the remaining \$50,000, which is the suspended portion of the Complaint. In addition, the Regional Board may take any administrative or judicial enforcement actions available, including re-issuance of a complaint for administrative civil liability for the suspended portion of the ACL proposed in ACL Complaint No. R5-2005-0512.
7. The Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60.
8. The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the California Regional Water Quality Control Board, Central Valley Region.
9. The Discharger understands that payment in accordance with this Agreement is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional civil liability.
10. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.
11. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of **29 December 2006**.

California Regional Water Quality Control Board
Central Valley Region:

By: Original Signed By
PAMELA C. CREEDON, Executive Officer

Date: 29 December 2006

Discharger:

By: Original Signed By
Mr. Joe Brandt, City of Antioch, Director of Public Works

Date: 20 December 2006

Attachment A

ATTACHMENT A

Supplemental Environmental Project (SEP) For Compliance With Settlement Agreement on ACL Compliant No. R5-2006-0512

The proposed SEP would clean up and enhance delineated wetland that is currently overgrown with non-native invasive plant species and routinely inhabited by homeless and transients. The SEP proposes to clean up trash and debris, remove non-native plants and replace those plants with native plants around the perimeter of the wetland. Additionally, the area under an elevated wood walkway would be enhanced to discourage homeless from inhabiting this area. The SEP would directly benefit surface water quality by removing areas for homeless to build shelters. This would reduce or eliminate debris, litter and human waste which impacts water quality and aesthetics of this wetland. Also, the removal of overgrown non-native species of plants and replacement with native plants will improve the tidal and shallow groundwater interface for the area.

This wetland is a 1.03 acre site on the northern edge of the City of Antioch, just south of the San Joaquin River. The aerial extent is defined in a report provided by the City titled *Preliminary Wetland Delineation First and K Streets*, December 2002. The following table provides a schedule and cost breakdown for the project:

Special Environmental Project (SEP) Wetland Enhancement - South of Marina

Task Schedule and Cost Estimate

Task	Item Description	Estimated Cost	Date Start	Date Complete	Notes
1	Wetland Delineation	\$0	N/A	Dec-02	Performed by PAR Environmental in December 2002.
2	Permitting	\$0	N/A	30-Oct-06	Per site walk with CDF&G Warden N. Kozicki on 30-Oct-02; 401 & 404 permits will not be necessary. Scope of work is permitted under the City of Antioch's CDF&G maintenance MOU.
3	Mobilization	\$500	15-Apr-07	19-Apr-07	

Task	Item Description	Estimated Cost	Date Start	Date Complete	Notes
4	Vegetation and Litter Removal	\$15,000	20-Apr-07	5-Jul-07	Per N. Kozicki, everything but tules in the channel area can be removed.
5	Clearing Beneath Footbridge	\$6,000	20-Apr-07	5-Jul-07	Remove all vegetation and debris beneath the footbridge. Remove top surface of roots and soil to an approximate depth of 8" to allow and promote tidal/shallow groundwater influence in this area.
6	Debris Disposal	\$7,500	6-Jul-07	16-Jul-07	Removed vegetation and litter to be staged at COA Fulton Shipyard Annex for recycling/disposal.
7	Revegetation	\$20,000	17-Jul-07	1-Sep-07	Revegetate with native species as directed by CDF&G.
8	Report of Completion of Work	\$1,000	1-Sep-07	30-Sep-07	Final report documenting completion of the project and final expenditures.

Project Total \$50,000