

1 IGNACIA S. MORENO
 Assistant Attorney General
 2 Environment and Natural Resources Division
 United States Department of Justice
 3 Washington, DC 20530
 PATRICIA L. HURST
 4 Environmental Enforcement Section
 Environment and Natural Resources Division
 5 United States Department of Justice
 P.O. Box 7611 Ben Franklin Station
 6 Washington, DC 20044
 (202) 307-1242 (telephone); (202) 514-2583 (facsimile)
 7 patricia.hurst@usdoj.gov

8 MELINDA HAAG
 United States Attorney
 9 Northern District of California
 CHARLES O'CONNOR (SBN 56320)
 10 Assistant United States Attorney
 450 Golden Gate Avenue, 11th Floor
 11 San Francisco, California 94102
 (415) 436-7200 (telephone); (415) 436-7221 (facsimile)
 12 **Attorneys for Plaintiff United States of America**

13 (Additional Attorneys Listed on Following Page)

14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA and PEOPLE
 OF THE STATE OF CALIFORNIA ex rel.
 18 CALIFORNIA STATE WATER RESOURCES
 CONTROL BOARD and CALIFORNIA
 19 REGIONAL WATER QUALITY CONTROL
 BOARD, SAN FRANCISCO BAY REGION,

20 Plaintiffs,

21 SAN FRANCISCO BAYKEEPER,

22 Intervenor-Plaintiff,

23 v.

24 CITY OF ALAMEDA, et. al,

25 Defendants.
 26

Case No. C 09-05684 RS

**STIPULATED ORDER FOR
 PRELIMINARY RELIEF**

1 KAMALA D. HARRIS
Attorney General of the State of California
2 JOHN DAVIDSON (SBN 50364)
Supervising Deputy Attorney General
3 455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102
4 (415) 703-5525 (telephone); (415) 703-5480 (facsimile)
john.davidson@doj.ca.gov
5 **Attorneys for Plaintiff People of the State of
California ex rel. California State Water Resources
6 Control Board and California Regional Water
Quality Control Board, San Francisco Bay Region**

7
8 DONNA MOONEY (SBN 189753)
Acting City Attorney
City of Alameda
9 2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
10 (510) 747-4750 (telephone)
DMOONEY@ci.alameda.ca.us
11 **Attorneys for Defendant, City of Alameda**

12 ELLEN J. GARBER (SBN 129712)
BRIANNA R. FAIRBANKS (SBN 254939)
13 Shute, Mihaly & Weinberger LLP
396 Hayes Street
14 San Francisco, CA 94102
(415) 552-7272 (telephone)
15 garber@smwlaw.com
fairbanks@smwlaw.com
16 **Attorneys for Defendant, City of Alameda**

17 KENTON L. ALM (SBN 59017)
SABRINA S. WOLFSON (SBN 248444)
18 Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
19 Oakland, CA 94607
(510) 808-2000 (telephone)
20 kalm@meyersnave.com
swolfson@meyersnave.com
21 **Attorneys for Defendant, City of Albany**

22 ROBERT ZWEBEN (SBN 52917)
Law Office of Robert Zweben
23 1730 Solano Avenue
Berkeley, CA 94707
24 (510) 528-5858 (telephone)
rjzlaw@aol.com
25 **Attorneys for Defendant, City of Albany**

26
27
28

1 ZACH COWAN, City Attorney (SBN 96372)
City of Berkeley
2 2180 Milvia Street, Fourth Floor
Berkeley, CA 94704
3 (510) 981-6998 (telephone); (510) 981-6960 (facsimile)
zcowan@ci.berkeley.ca.us
4 **Attorneys for Defendant, City of Berkeley**

5 MICHAEL G. BIDDLE, City Attorney (SBN 139223)
City of Emeryville
6 1333 Park Avenue
Emeryville, CA 94608
7 (510) 596-4381 (telephone); (510) 596-3724 (facsimile)
mbiddle@emeryville.org
8 **Attorneys for Defendant, City of Emeryville**

9 JOHN RUSSO, City Attorney (SBN 129729)
CELSO DOLORES ORTIZ, Deputy City Attorney
10 (SBN 95838)
City of Oakland
11 One Frank Ogawa Plaza, 6th Floor
Oakland, CA 94612
12 (510) 238-6236 (telephone); (510) 238-6500 (facsimile)
COrtiz@oaklandcityattorney.org
13 **Attorneys for Defendant, City of Oakland**

14 JAMES J. DRAGNA (SBN 91492)
MARILEE J. ALLAN (SBN 84166)
15 Bingham McCutchen LLP
Three Embarcadero Center
16 San Francisco, CA 94111
(415) 393-2000 (telephone); (415) 393-2286 (facsimile)
17 jim.dragna@bingham.com
marilee.allan@bingham.com
18 **Attorneys for Defendant, City of Oakland**

19 THOMAS R. CURRY (SBN 050348)
Burke, Williams & Sorensen LLP
20 1901 Harrison Street, Suite 900
Oakland, CA 94612-3501
21 (510) 273-8780 (telephone); (510) 839-9104 (facsimile)
tcurry@bwslaw.com
22 **Attorneys for Defendant, City of Piedmont**

23 KENTON L. ALM (SBN 59017)
SABRINA S. WOLFSON (SBN 248444)
24 Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
25 Oakland, CA 94607
(510) 808-2000 (telephone)
26 kalm@meyersnave.com
swolfson@meyersnave.com
27 **Attorneys for Defendant, Stege Sanitary District**

28

1 JASON FLANDERS (SBN 238007)
San Francisco Baykeeper, Inc.
2 785 Market Street, Suite 850
San Francisco, California 94103
3 (415) 856-0444 (telephone); (415) 856-0443 (facsimile)
jason@baykeeper.org
4 **Attorneys for San Francisco Baykeeper**

5 CHRISTOPHER SPROUL (SBN 126398)
Environmental Advocates
6 5135 Anza Street
San Francisco, California 94121
7 (415) 533-3376 (telephone); (415) 358-5695 (facsimile)
csproul@enviroadvocates.com
8 **Attorneys for San Francisco Baykeeper**

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1 WHEREAS:

2 1. Plaintiff United States of America (“United States”), on behalf of the United
3 States Environmental Protection Agency (“EPA”), filed a Complaint against the Defendants City
4 of Alameda, City of Albany, City of Berkeley, City of Emeryville, City of Oakland, City of
5 Piedmont, and the Stege Sanitary District pursuant to Section 309 of the Clean Water Act
6 (“CWA”), 33 U.S.C. § 1319.

7 2. The Complaint alleges that each Defendant has discharged pollutants without a
8 permit in violation of CWA Section 301(a), 33 U.S.C. § 1311(a), and has discharged pollutants
9 in violation of the terms and conditions of its National Pollutant Discharge Elimination System
10 (“NPDES”) Permit. The Complaint joined the State of California to this action pursuant to
11 Section 309(e) of the CWA, 33 U.S.C. § 1319(e).

12 3. The People of the State of California *ex rel.* California State Water Resources
13 Control Board (“State Water Board”) and California Regional Water Quality Control Board, San
14 Francisco Bay Region (“Regional Water Board”) (collectively “Water Boards”) is realigning as a
15 Plaintiff and is adding state law claims to the Complaint against the Defendants City of Alameda,
16 City of Albany, City of Berkeley, City of Emeryville, City of Oakland, City of Piedmont, and the
17 Stege Sanitary District pursuant to Cal. Water Code Sections 13376, 13385 and 13386.

18 4. Each Defendant owns and operates a Collection System. Collectively, these
19 Collection Systems serve a total population of approximately 650,000. Each Defendant’s
20 Collection System delivers wastewater to a sewer interceptor system owned and operated by the
21 East Bay Municipal Utility District (“EBMUD”). The interceptor system transports wastewater
22 to EBMUD’s year-round main wastewater treatment plant near the eastern anchorage of the Bay
23 Bridge (“MWWTP”). During wet weather, EBMUD at times discharges wastewater from one or
24 more of three wet weather facilities, located at 2755 Point Isabel Street, Richmond; 225 5th
25 Avenue, Oakland; and 5597 Oakport Street, Oakland (collectively the “WWFs”). Defendants’
26 and EBMUD’s connected systems shall be referred to collectively as the “East Bay Sanitary
27 Sewer System.”

28 5. In the Amended Complaint filed in this action, the United States and the Water

1 Boards allege that sanitary sewer overflows (“SSOs”) from the Collection Systems of each
2 Defendant had occurred in violation of the terms and conditions of the NPDES permits
3 regulating discharges from the Collection Systems, and in violation of the Clean Water Act.
4 The United States and the Water Boards also alleged that each Defendant violated the terms and
5 conditions of its NPDES permit regulating discharges from its Collection System by operating
6 and maintaining its Collection System in such a manner that the Collection System causes or
7 contributes to discharges from the WWFs.

8 6. On January 22, 2010, the Court granted the motion to intervene by San Francisco
9 Baykeeper (“Baykeeper” or “Intervenor”), and ordered Baykeeper to file its Complaint in
10 Intervention forthwith. Defendants filed a challenge in opposition to Baykeeper’s motion for
11 intervention, but on August 26, 2010, Baykeeper filed a stipulation on behalf of itself and the
12 Satellites acknowledging Baykeeper’s status as Intervenor. On August 27, 2010, the Court
13 entered an Order granting the relief requested in the stipulation.

14 7. Defendants do not admit any liability to Plaintiffs or Intervenor for the
15 transactions or occurrences alleged in the Complaints.

16 8. The Parties desire to avoid further litigation and to work cooperatively on issues
17 relating to SSOs and wet weather flows.

18 9. To comply with the provisions of this Stipulated Order, Defendants are obligated
19 to perform work. To pay for their share of the work needed to comply with a valid federal court
20 order entered for the purpose of facilitating compliance with the Clean Water Act, each
21 Defendant intends to rely on funds generated through levying taxes, fees and/or assessments.
22 The work set forth in this Stipulated Order reflects the outcome of inspections conducted by EPA
23 in March and April, 2009, of each of the Satellites’ Collection Systems. The Stipulated Order
24 does not specifically address programs that EPA deemed to be satisfactory during those
25 inspections, but requires the Satellites to maintain these programs. The Parties recognize that, to
26 address issues relating to wet weather flows in the East Bay Sanitary Sewer System service area,
27 further analysis of technical issues will be needed, and that doing so will require the active
28 participation of EBMUD. Therefore, the Parties recognize and agree that this Stipulated Order

1 for Preliminary Relief (“Stipulated Order”) is a partial remedy for the civil claims of the United
 2 States, the Water Boards and Baykeeper for the violations alleged in the Complaints; does not
 3 resolve these civil claims and is without prejudice to the United States’, the Water Boards’
 4 and/or Baykeeper’s right to seek further relief to address these claims or any future claims,
 5 including, but not limited to, further injunctive relief and civil penalties. In addition, the
 6 Satellites reserve all defenses to any such claims, as set forth in Paragraphs 119, 122 and 124.
 7 Such further action may include, but is not necessarily limited to, additional enforcement
 8 litigation involving the Parties and, possibly, EBMUD. The Parties further recognize that, as
 9 appropriate, EBMUD will be informed of the need to cooperate with the work being
 10 implemented pursuant to this Stipulated Order and, therefore, the Parties will jointly undertake to
 11 engage in outreach to and dialogue with EBMUD with regard to work undertaken pursuant to
 12 this Stipulated Order.

13 10. The Parties recognize, and the Court by entering this Stipulated Order finds, that
 14 (1) this Stipulated Order has been negotiated by the Parties in good faith and will facilitate the
 15 ultimate resolution of the claims stated in the Complaints, and (2) this Stipulated Order is fair,
 16 reasonable, and in the public interest.

17 NOW, THEREFORE, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as
 18 follows:

19 I. JURISDICTION AND VENUE

20 11. For purposes of enforcement of this Stipulated Order only, Defendants agree that
 21 this Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331,
 22 1345, 1355, and 1367, Sections 309(b) and 505(b)(1)(B) of the CWA, 33 U.S.C. §§ 1319(b),
 23 1365(b)(1)(B), and Sections 13376, 13385 and 13386 of the California Water Code; and the
 24 Court has jurisdiction over the Parties. Venue lies in this District pursuant to Section 309(b) of
 25 the CWA, 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and 1395(b), because this is the
 26 District in which Defendants are located. For purposes of enforcement of this Stipulated Order
 27 only, Defendants agree that the Complaints state claims upon which relief may be granted
 28 pursuant to the CWA and the California Water Code.

1 12. Notice of the commencement of the United States' action was provided to the
2 Regional Water Board pursuant to Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

3 II. APPLICABILITY

4 13. The provisions of this Stipulated Order shall apply to and be binding upon the
5 Parties and any successors or other entities or persons otherwise bound by law.

6 14. Each Defendant shall provide a copy of this Stipulated Order to all officers,
7 employees, and agents whose duties might reasonably include compliance with any provision of
8 this Stipulated Order, as well as to any contractor retained to perform work required under this
9 Stipulated Order. Each Defendant shall condition any such contract upon performance of the
10 work in conformity with the terms of this Stipulated Order.

11 15. In any action to enforce this Stipulated Order, no Defendant shall raise as a
12 defense the failure by any of its officers, directors, employees, agents, or contractors to take any
13 actions necessary to comply with the provisions of this Stipulated Order.

14 16. Each Defendant shall provide a copy of this Stipulated Order to any successor in
15 interest at least 30 days prior to transfer of that interest, and simultaneously shall verify in
16 writing to Plaintiffs that such notice has been given. Absent agreement of the Parties or order of
17 the Court, any sale or transfer of a Defendant's interests in, or operating role with respect to, its
18 Collection System shall not in any manner relieve that Defendant of its responsibilities for
19 meeting the terms and conditions of this Stipulated Order.

20 III. OBJECTIVES

21 17. The objectives of this Stipulated Order are to develop measures to address excess
22 wet weather flow associated with the East Bay Sanitary Sewer System and to address
23 unauthorized SSOs in furtherance of the objectives of the Clean Water Act as set forth in Section
24 101 of the Act, 33 U.S.C. § 1251, and the objectives of the Porter-Cologne Water Quality
25 Control Act as set forth at California Water Code Sections 13000, 13001, 13370, and 13372.
26 The Parties recognize that the work required by this Stipulated Order will not fully resolve these
27 issues. It is the intent of the Parties to avoid litigation and to use information developed pursuant
28

1 to this Stipulated Order to tailor a final remedy that, when implemented, will fully resolve the
2 pending litigation.

3 IV. DEFINITIONS

4 18. Unless otherwise defined herein, terms used in this Stipulated Order shall have
5 the meaning given to those terms in the Clean Water Act, 33 U.S.C. §§ 1251 et seq., and the
6 regulations promulgated there-under. Whenever terms set forth below are used in this Stipulated
7 Order, the following definitions shall apply:

8 “Acute Defect” shall mean a failing in a sewer pipe in need of an urgent response to
9 address an imminent risk of an SSO.

10 “Amended Complaint” shall mean the complaint filed by the United States, as amended
11 to realign the Water Boards as a Plaintiff and to add state law claims.

12 “Basin” shall mean the major divisions of the Satellite Collection Systems established in
13 the East Bay I&I Study prepared by EBMUD and the Satellites from 1980-1986 (“Study”), or as
14 modified by changes in Collection System configuration due to sewer improvements constructed
15 since completion of the Study or more accurate delineation of the boundaries established in the
16 Study. In general, a basin represents an area of the Collection System discharging to a single
17 point on the EBMUD interceptor system or several points in close proximity.

18 “Baykeeper” shall mean San Francisco Baykeeper.

19 “Complaints” shall mean the Amended Complaint and the Complaint in Intervention.

20 “Complaint in Intervention” means the complaint filed by Baykeeper.

21 “Complete Renovation” shall mean that all work required by the EPA approved plan
22 addressing a pump station or force main is complete, and the Defendant has beneficial use of all
23 the material improvements.

24 “CWA” shall mean the Clean Water Act, 33 U.S.C. §§ 1251 et seq.

25 “Day”, regardless of whether it is capitalized, shall mean a calendar day unless expressly
26 stated to be a working day. In computing any period of time under this Stipulated Order, where
27 the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run
28 until the close of business of the next working day. Wherever this Stipulated Order requires an

1 act to be performed by a specified date (e.g., by December 31, 2011 or by August 31 of each
2 year), and the date falls on a Saturday, Sunday, or federal or State holiday, the time for
3 performing the act shall be extended until the close of business of the next working day.

4 “Deliverable” shall mean any written report or other document required to be submitted
5 to EPA for review and approval, in consultation with the Regional Water Board, pursuant to this
6 Stipulated Order.

7 “East Bay Sanitary Sewer System” shall mean, collectively, the Satellites’ Collection
8 Systems and EBMUD’s interceptor system, WWFs, MWWTP and related wastewater handling
9 facilities.

10 “EBMUD” shall mean East Bay Municipal Utility District.

11 “EBMUD SO” shall mean the Stipulated Order entered in *United States v. East Bay*
12 *Municipal Utility District* by the Court on July 22, 2009, requiring EBMUD to take certain
13 actions with regard to the East Bay Sanitary Sewer System.

14 “Effective Date” is that date established in Section XXII (Effective Date).

15 “EPA” shall mean the United States Environmental Protection Agency.

16 “Inflow and Infiltration” or “I&I” shall mean the introduction of storm water and
17 groundwater into EBMUD’s interceptor system, the Satellites’ Collection Systems and private
18 sewer laterals via direct connections, mis-connections, cracks and other imperfections in system
19 pipes, joints and manholes.

20 “Interceptor Connection Point” shall mean a point at which a Satellite’s Collection
21 System is connected to EBMUD’s interceptor system.

22 “Intervenor” shall mean San Francisco Baykeeper.

23 “MWWTP” shall mean the Municipal Wastewater Treatment Plant located at 2020 Wake
24 Avenue, Oakland, California, and permitted to operate under NPDES Permit No. CA0037702.

25 “Paragraph” shall mean a portion of this Stipulated Order identified by an Arabic
26 numeral.

27 “Parties” shall mean the United States, the State Water Board, the Regional Water Board,
28 Baykeeper and each of the Satellites.

1 "Plaintiffs" shall mean the United States, the State Water Board and the Regional Water
2 Board.

3 "Regional Water Board" shall mean the California Regional Water Quality Control
4 Board, San Francisco Bay Region.

5 "Sanitary Sewer Collection System" or "Collection System" shall mean all parts of the
6 wastewater collection system owned or operated by a Satellite that are intended to convey
7 domestic or industrial wastewater to EBMUD's interceptor system and wastewater treatment
8 plants, including, without limitation, sewers, pipes, pump stations, lift stations, sewer manholes,
9 force mains, and appurtenances to each of the above.

10 "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, or release of
11 wastewater from a Satellite's Collection System, except that the term "Sanitary Sewer Overflow"
12 does not include wastewater backups caused by a blockage or other malfunction in a lateral that
13 is privately owned, but does include backups caused by blockages in a Collection System.

14 "Satellite" shall mean each city and district that owns or operates a Collection System
15 from which EBMUD's interceptor system receives wastewater. As of the Effective Date, the
16 Satellites are the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont; and
17 the Stege Sanitary District.

18 "Section" shall mean a portion of this Stipulated Order (unless another document is
19 specified) identified by an uppercase Roman numeral.

20 "Sewer System Management Plans" or "SSMPs" shall mean those plans required by State
21 Water Board Order No. 2006-003-DWQ.

22 "State" shall mean the State of California.

23 "State Water Board" shall mean the California State Water Resources Control Board.

24 "Stipulated Order" shall mean this Stipulated Order for Preliminary Relief.

25 "Sub-Basin" shall mean the subdivision of sewer basins as established in the East Bay
26 I&I Study, or as modified by changes in Collection System configuration due to sewer
27 improvements constructed since completion of the Study or by more accurate delineation of the
28 boundaries established by the Study.

1 “United States” shall mean the United States of America.

2 “Water Boards” shall mean the Regional Water Board and the State Water Board.

3 “WWFs” shall mean EBMUD’s three wet weather facilities, located at 2755 Point Isabel
4 Street, Richmond, 225 5th Avenue, Oakland, and 5597 Oakport Street, Oakland, respectively.

5 “Year” shall mean the calendar year, beginning on January 1 and ending on December
6 31, unless otherwise specified herein.

7
8 V. WORK – GENERAL

9 19. The work requirements set out in Sections VI through XII below are intended to
10 further each Defendant’s ongoing efforts to improve management of its Collection System, to
11 address SSOs, to reduce I&I in its Collection System and to develop information, which, in
12 conjunction with information developed by EBMUD pursuant to the EBMUD SO, will assist in
13 the development of a final remedy for the violations alleged in the Complaints. The work
14 requirements are set out separately for each Defendant, and each Defendant is responsible only
15 for the work described in the Section applicable to it. Where appropriate, this Stipulated Order
16 requires work in addition to ongoing work identified in the SSMPs. The work requirements of
17 this Stipulated Order are intended to supplement, not supersede, the SSMPs. The Defendants
18 may need to amend their SSMPs in order to arrive at consistent obligations under the SSMPs and
19 this Stipulated Order that are not in conflict; provided, however, that only the requirements of
20 this Stipulated Order are enforceable, and amendments to the SSMPs are not subject to review
21 and approval under this Stipulated Order. In addition, each Defendant is aware of Paragraph 39
22 of the EBMUD SO, which sets out a process by which EBMUD is developing a Collection
23 System Asset Management Plan Template (“EBMUD Template”) to be provided to the Satellites
24 and EPA at the last of six meetings. The Satellites reserve their rights to comment on the
25 EBMUD Template, and to submit an alternative template to EBMUD (“Alternative Template”),
26 EPA and the Regional Water Board, before the end of the ninety-day comment period set forth in
27 the EBMUD SO. The Satellites will provide any Alternative Template to Baykeeper at the same
28 time they provide it to EBMUD, EPA and the Regional Water Board.

VI. WORK - CITY OF ALAMEDA

1
2 20. Maintain Current Program. The City of Alameda shall implement the programs
3 for controlling SSOs and reducing I&I set forth in its SSMP.

4 21. Implement Improvements. The City of Alameda shall implement any
5 improvements to its current programs needed to meet the requirements set out below in this
6 Section. To the extent that an existing program satisfies the requirements of this Section, the
7 City of Alameda may submit a description of its program for review and approval by EPA
8 pursuant to Section XIV.

22. Asset Management Program

9
10 A. The City of Alameda shall participate and cooperate with EBMUD in the
11 development of the EBMUD Template in accordance with the provisions of Section V.D.,
12 Paragraph 39 of the EBMUD SO. The City of Alameda and Baykeeper reserve the right to
13 comment on the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA
14 and the Regional Water Board, before the end of the ninety-day comment period set forth in the
15 EBMUD SO. Upon completion of the EBMUD Template, following review of it and any other
16 Alternative Template(s), EPA may provide comments for use as guidance by the City as the
17 basis for the Asset Management Implementation Plan (“AMIP”).

18 B. By July 15, 2012, the City shall submit to EPA for review and approval
19 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to
20 subparagraph A above. The City may tailor the EPA comments, and may omit portions of the
21 EPA comments that do not apply to the City. The AMIP shall be updated as necessary to
22 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
23 repair, renovation and replacement projects continue to be adequately identified and planned
24 beyond the initial time frames specified in subparagraph 22.B.3. At a minimum, the AMIP shall
25 include a description of the City of Alameda’s programs for:

26 1. **Routine inspection of the Collection System** according to a
27 specified schedule, and that includes the following:

28 a) Inspection methods to be used, including direct visual

1 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
2 a combination;

3 b) An inspection schedule, and protocol for determining the
4 regular time interval on which repeat inspections will be performed; and

5 c) A system for timely evaluation of inspection findings and
6 documentation of the assessed condition.

7 2. **Collection System maintenance protocols**, including the
8 following:

9 a) A schedule for routine cleaning of the City of Alameda's
10 Collection System using standardized responses developed by the City to typical local problems
11 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
12 schedule after evaluating the cleaning needs of the Collection System;

13 b) A list of locations where pipe blockages and SSOs have
14 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
15 hot spot cleaning schedule based on changing conditions;

16 c) Preventive measures to address blockage of sewer pipes by
17 roots, including a description of root control methods; locations where root control methods may
18 be used within the Collection System; and a schedule for application of root control methods;

19 d) A plan for staffing the sewer system cleaning and root
20 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
21 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
22 control duties conducted under this program will be carried out by private contractor(s), the City
23 of Alameda shall retain on file and make available for inspection for a period of three years after
24 the completion of work a description of each contractor and a copy of each contract, or a
25 description of the procurement process; and

26 e) A Quality Assurance and Quality Control Program
27 ("QA/QC Program") to ensure proper sewer cleaning. The QA/QC Program shall include a plan
28 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be

1 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
 2 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
 3 decreasing the frequency of inspection.

4 **3. Condition based repair and replacement of sewer pipe plan.**

5 This plan shall include elimination of known improper flow connections, according to a schedule
 6 informed by the inspection results, and address both short-term (repairs of Acute Defects to
 7 occur within one year of completion of inspection and assessment) and long term repair,
 8 rehabilitation and replacement of sewer pipes. The plan shall include the following:

9 a) A schedule and 10-year financial plan for repair,
 10 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 11 presently planned as priorities for rehabilitation or replacement over the next three years, with
 12 the understanding that the identified priorities are likely to be further developed and revised
 13 through the inspection and assessment process, and as a result of changed conditions. The City
 14 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 15 standardized responses developed by the City to observed defects, taking into account available
 16 peak flow rate data;

17 b) Measures to control the inflow and infiltration as needed to
 18 reduce flows in the Collection System and reduce the frequency of SSOs; and

19 c) The budget allocated for emergency repair and replacement
 20 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 21 during the previous year, and the cost thereof.

22 C. Beginning in 2013, as part of its Annual Report provided for in Section
 23 XIII, the City of Alameda shall submit information to EPA summarizing the City's progress in
 24 implementing each element of the AMIP, and must include any proposed revisions to the
 25 maintenance and construction schedules along with any accompanying changes to the financial
 26 plan. If any Acute Defect has not been addressed within one year of the inspection and
 27 assessment identifying it, the City shall explain what new information or changed circumstances
 28 warrant not addressing the Acute Defect.

1 23. Private Sewer Lateral Inspection and Repair or Replacement Program

2 A. Consistent with the requirements at Section V.C., Paragraph 29 of the
3 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the “Regional
4 Ordinance”) setting standards for the performance of sewer pipes that extend from privately-
5 owned structures to the Satellites’ Collection Systems (“private sewer laterals”). The Regional
6 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
7 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
8 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
9 construction or significant modification of such structure at a cost in excess of \$100,000, and
10 prior to obtaining approval from EBMUD for a change in the size of the owner’s water service.
11 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
12 property of the owner of the privately-owned structure (the “upper lateral”). Portions of the
13 private sewer lateral connecting the upper lateral to the sewer main on public property, including
14 public streets, (the “lower lateral”) are not addressed by the Regional Ordinance. The City of
15 Alameda has the option of submitting an application to EBMUD for a determination that the City
16 has a private sewer lateral ordinance that is no less stringent than the Regional Ordinance (“No
17 Less Stringent Application”).

18 B. By **October 15, 2010**, the City of Alameda shall:

19 1. If submitting a “No Less Stringent Application” as described in
20 (A) above and defined in Section V.C., Paragraph 31 of the EBMUD SO, provide a copy of the
21 application to EPA at the same time it is submitted to EBMUD, and include in the application, at
22 a minimum, the following:

23 a) Ordinance/Code citation and date of adoption of program,
24 or proposed amendments to the City’s existing ordinance and a schedule for the adoption of the
25 amendments;

26 b) Criteria under which a lateral is subject to inspection and
27 repair or replacement;

28 c) Testing and performance requirements;

1 d) Duration of certificate issued, including differences in
2 duration based on whether the lateral passes the test, is repaired, or undergoes replacement;

3 e) A statement that the City does include, as part of the
4 application process for the permits and approvals described in subparagraph 23.A that it issues, a
5 requirement that the applicant submit a valid Compliance Certificate;

6 f) A description of how the program is implemented,
7 including the process for coordination among the following authorities: (i) the City authorities
8 responsible for enforcing the program; (ii) the City authorities responsible for permitting
9 activities that trigger the duty to comply with the City's private sewer lateral ordinance,
10 including, but not limited to, City authorities responsible for building permits; and (iii) the
11 County authorities responsible for recording transfers of title.

12 g) Program resources (funding and staffing);

13 h) A description of the record keeping system used for
14 tracking compliance with the lateral program requirements, including, but not limited to, dates of
15 testing, results of testing, and date and type of certificate issued; and

16 i) Process for enforcing violations of the ordinance, including
17 a description of the authorities responsible for enforcing the program.

18 2. If not submitting a "No Less Stringent Application":

19 a) A description of how the City of Alameda will cooperate
20 with EBMUD in the implementation of its private sewer lateral program within its service area,
21 including a description of the responsibilities that will be assigned to each City agency or
22 department involved in the implementation of this program;

23 b) A statement that the City will include, as part of the
24 application process for permits and approvals described in subparagraph 23.A, a requirement that
25 the applicant submit a valid EBMUD Compliance Certificate; and

26 c) A copy of an agreement, if any, between the City and
27 EBMUD regarding cooperation in the implementation of the private sewer lateral program,
28 which may include a description of the City building permit process that requires permittees to

1 submit compliance certificates before being issued certificates of occupancy.

2 C. The City of Alameda shall provide to EBMUD the information required
3 by and at the frequency determined necessary by EPA for implementation of the Regional
4 Ordinance program, unless a No Less Stringent Application has been approved by EPA. If the
5 City implements a building permit process that requires permittees to submit compliance
6 certificates before being issued certificates of occupancy, the City, to satisfy the requirements of
7 this subparagraph, shall annually document, in spreadsheet format, the building permits issued,
8 the certificates of occupancy issued, and whether a compliance certificate was submitted prior to
9 issuance of the certificate of occupancy.

10 D. If the City of Alameda continues to use its current Private Sewer Lateral
11 Ordinance, beginning in 2012, as part of its Annual Report provided for in Section XIII, the City
12 of Alameda shall submit information to EPA describing the effectiveness of the City's lateral
13 replacement program. This information shall include the following:

- 14 1. Number and percent of laterals replaced since program adopted;
- 15 2. Number and percent of laterals repaired since program adopted;
- 16 3. Failure rate of laterals in testing
- 17 4. Number and percent of property owners failing to comply with
18 testing and/or replacement provisions; and
- 19 5. Description of any enforcement actions taken for non-compliance.

20 E. Lower Laterals

- 21 1. Each year from 2011 to 2020, the City of Alameda shall replace
22 2.6 miles of sewer mains and all lower laterals associated with those sewer mains.
- 23 2. If lower laterals in a particular area are a potential source of
24 excessive I&I, the City of Alameda shall include such considerations in its planning and
25 scheduling for sewer main and lower lateral replacements pursuant to Paragraph 23.E.1.
- 26 3. When an event occurs that triggers inspection of an upper private
27 sewer lateral pursuant to Alameda's private sewer lateral ordinance, the City of Alameda shall
28 take one of the following actions with respect to the corresponding lower lateral:

1 a) In areas where the sewer main and lower laterals have been
2 replaced since 1986 pursuant to the City of Alameda's Inflow & Infiltration Correction Program
3 and Cyclic Sewer Replacement Program, no action need be taken solely as a result of a
4 triggering event.

5 b) Where the property owner is in possession of a valid
6 Compliance Certificate for the upper lateral, issued pursuant to the City's private sewer lateral
7 ordinance, no action need be taken solely as a result of a triggering event.

8 c) In all other areas of the City of Alameda, the City of
9 Alameda shall require that the lower lateral be inspected at the same time that the upper lateral is
10 inspected pursuant to the City's private sewer lateral ordinance. The results of such inspections
11 shall be used in planning and scheduling as set forth in subparagraph 23.E.2.

12 d) In addition to the elements listed in subparagraph 23.D, the
13 City shall include the following in the Annual Report:

14 i) number of lower lateral inspections performed;
15 ii) results of the inspections; and
16 iii) whether main work is scheduled and/or has been
17 conducted for any areas in which lower laterals have failed inspection.

18 24. Sub-Basin Flow Monitoring/I&I Assessment Plan

19 A. The City of Alameda shall cooperate with EBMUD in the development of
20 the Regional Flow Monitoring/Data Assessment Program described in Section V.A. of the
21 EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of the
22 EBMUD SO.

23 B. On **July 15, 2010**, the City of Alameda submitted, and EPA has reviewed
24 and approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The City shall take the
25 actions required by the Plan, in accordance with the schedules and requirements of the Plan as
26 approved.

1 C. By December 1, 2012, the City of Alameda shall submit a report to EPA
2 for review and approval pursuant to Section XIV on the activities undertaken pursuant to the
3 Sub-Basin Flow Monitoring/I&I Assessment Plan to provide the following:

4 1. Classification of Sub-Basins as high, medium, or low priority with
5 regard to the relative quantities of significant infiltration to the Collection System;

6 2. Classification of Sub-Basins as high, medium, or low priority with
7 regard to the relative quantities of significant inflow to the Collection System;

8 3. Identification of any bottlenecks in the Collection System which
9 lack sufficient capacity to convey sewage flows through the Collection System and to the
10 EBMUD interceptor during wet weather; and

11 4. A plan for using these results to identify and target high priority
12 areas for repair and rehabilitation work.

13 25. Inflow Identification and Reduction

14 A. On **July 15, 2010**, the City of Alameda submitted, and EPA has reviewed
15 and approved, an Inflow Identification and Reduction Plan that describes how the City will
16 implement a program to identify and reduce sources of direct storm water inflow, including roof
17 leaders and drains directly connected to the Collection System, leaking manhole covers, and
18 cross connections with storm drains. The City shall take the actions required by the Plan, in
19 accordance with the schedules and requirements of the Plan as approved.

20 B. Beginning in 2012, as part of its Annual Report provided for in Section
21 XIII, the City of Alameda shall submit the following information as it becomes available on
22 implementation of the Inflow Identification and Reduction Program:

23 1. Locations and results of inflow testing done the previous year
24 including the total number of illicit connections discovered;

25 2. Description of follow-up actions that were conducted including the
26 number of illicit connections which were disconnected;

27 3. Description of enforcement actions taken against any property
28 owner which did not comply with disconnection requirements;

1 4. Description of methods used to seal manhole covers in Collection
2 System areas prone to flooding, and list of locations at which this work was done; and

3 5. A schedule for locations to be tested in the next year.

4 26. Pump Station Reliability Certification

5 A. On **July 15, 2010**, the City of Alameda submitted, and EPA has reviewed
6 and approved, a Pump Station Prioritization Plan that outlines the criteria to be used in
7 identifying the highest priority pump station locations. The Plan will serve as the basis for
8 establishing a schedule in which the pump stations will undergo upgrade and renovation.

9 B. By July 15, 2012, the City of Alameda shall submit to EPA for review and
10 approval pursuant to Section XIV a Pump Station Renovation Plan, including a schedule and
11 financial plan, for completing necessary repairs, renovations, and upgrades on each pump station
12 and force main using the criteria developed in the Pump Station Prioritization Plan. The
13 improvements shall be designed to ensure adequate capacity for peak weather flows, and to
14 provide an automatic alarm system with SCADA communications and backup or redundant
15 equipment (pumps and power supply) so that pump station operations can be restored in a timely
16 manner in the event of electrical failure, mechanical failure, or power outage. The schedule and
17 financial plan shall be sufficient to ensure completion of all improvements to High Priority pump
18 stations identified in the Pump Station Prioritization Plan by October 15, 2022.

19 C. Beginning in 2013, as part of the Annual Report provided for in Section
20 XIII, the City of Alameda shall submit information to EPA documenting pump station and force
21 main renovations, and upgrades during the previous year, and describing projects to be
22 completed in the next year.

23 27. Sewer Cleaning and Root Control Program

24 A. On **July 15, 2010**, the City of Alameda submitted, and EPA has reviewed
25 and approved, a Sewer Cleaning and Root Control Plan that ensures regular cleaning of sewer
26 pipes. The City shall take the actions required by the Plan, in accordance with the schedules and
27 requirements of the Plan as approved. The Plan may be submitted in lieu of the Collection
28 System Maintenance Protocols required by subparagraph 22.B.2 upon a determination by EPA

1 that the Plan meets or exceeds the criteria specified in the City of Alameda's Asset Management
2 Plan required under subparagraph 22.B.2.

3 B. Beginning in 2012, as part of the Annual Report provided for in Section
4 XIII, the City of Alameda shall submit information to EPA documenting activities conducted
5 under its Sewer Cleaning and Root Control Program during the previous year, including miles of
6 pipe cleaned as part of the routine and hot spot cleaning programs, and miles of pipe treated by
7 each method used for controlling roots. The City shall include a description of the success of the
8 Sewer Cleaning and Root Control Program at preventing blockages and SSOs as well as any
9 changes to be made to the program to further reduce SSOs. If EPA determines that the City's
10 Sewer Cleaning and Root Control Plan meets or exceeds the requirements of subparagraph
11 22.B.2, the reporting obligations of this subparagraph may be incorporated into the section of the
12 Annual Report pertaining to implementation of the AMIP provided for in subparagraph 22.C.

13 28. Annual Overflow Reports. Beginning in 2011, as part of the Annual Report
14 provided for in Section XIII, the City of Alameda shall submit a copy to EPA of the Annual
15 Report of Sanitary Sewer Overflows ("Annual Overflow Report") required by the Regional
16 Water Board. To the extent that the information is not included in the Annual Overflow Report,
17 the City shall provide a listing of the number and location(s) of repeat SSOs, a list of any SSOs
18 in areas in which the sewer pipes have been rehabilitated, and a description of measures that will
19 be taken to help prevent these SSOs in the future.

20 VII. WORK – CITY OF ALBANY

21 29. Maintain Current Program. The City of Albany shall implement the programs for
22 controlling SSOs and reducing I&I set forth in its SSMP.

23 30. Implement Improvements. The City of Albany shall implement any
24 improvements to its current programs needed to meet the requirements set out below in this
25 Section. To the extent that an existing program satisfies the requirements of this Section, the
26 City of Albany may submit a description of its program for review and approval by EPA
27 pursuant to Section XIV.

28 31. Asset Management Program.

1 A. The City of Albany shall participate and cooperate with EBMUD in the
 2 development of the EBMUD Template in accordance with the provisions of Section V.D.,
 3 Paragraph 39 of the EBMUD SO. The City of Albany and Baykeeper reserve the right to
 4 comment on the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA
 5 and the Regional Water Board, before the end of the ninety-day comment period set forth in the
 6 EBMUD SO. Upon completion of the EBMUD Template, following review of it and any other
 7 Alternative Template(s), EPA may provide comments for use as guidance by the City as the
 8 basis for the Asset Management Implementation Plan (“AMIP”).

9 B. By July 15, 2012, the City shall submit to EPA for review and approval
 10 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to
 11 subparagraph A above. The City may tailor the EPA comments, and may omit portions of the
 12 EPA comments that do not apply to the City. The AMIP shall be updated as necessary to
 13 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
 14 repair, renovation and replacement projects continue to be adequately identified and planned
 15 beyond the initial time frames specified in subparagraph 28.B.3. At a minimum, the AMIP shall
 16 include a description of the City of Albany’s programs for:

17 1. **Routine inspection of the Collection System** according to a
 18 specified schedule, and that includes the following:

19 a) Inspection methods to be used, including direct visual
 20 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
 21 a combination;

22 b) An inspection schedule, and protocol for determining the
 23 regular time interval on which repeat inspections will be performed; and

24 c) A system for timely evaluation of inspection findings and
 25 documentation of the assessed condition.

26 2. **Collection System maintenance protocols, including:**

27 a) A schedule for routine cleaning of the City of Albany’s
 28 Collection System using standardized responses developed by the City to typical local problems

1 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
2 schedule after evaluating the cleaning needs of the Collection System;

3 b) A list of locations where pipe blockages and SSOs have
4 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
5 hot spot cleaning schedule based on changing conditions;

6 c) Preventive measures to address blockage of sewer pipes by
7 roots, including a description of root control methods; locations where root control methods may
8 be used within the Collection System; and a schedule for application of root control methods;
9 and

10 d) A plan for staffing the sewer system cleaning and root
11 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
12 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
13 control duties conducted under this program will be carried out by private contractor(s), the City
14 of Albany shall retain on file and make available for inspection for a period of three years after
15 the completion of work a description of each contractor and a copy of each contract, or a
16 description of the procurement process.

17 e) A Quality Assurance and Quality Control Program
18 (“QA/QC Program”) to ensure proper sewer cleaning. The QA/QC Program shall include a plan
19 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be
20 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
21 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
22 decreasing the frequency of inspection.

23 **3. Condition based repair and replacement of sewer pipe plan.**

24 This plan shall include elimination of known improper flow connections, according to a schedule
25 informed by the inspection results, and address both short-term (repairs of Acute Defects to
26 occur within one year of completion of inspection and assessment) and long term repair,
27 rehabilitation and replacement of sewer pipes. The plan shall include the following:

28 a) A schedule and 10-year financial plan for repair,

1 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 2 presently planned as priorities for rehabilitation or replacement over the next three years, with
 3 the understanding that the identified priorities are likely to be further developed and revised
 4 through the inspection and assessment process, and as a result of changed conditions. The City
 5 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 6 standardized responses developed by the City to observed defects, taking into account available
 7 peak flow rate data;

8 b) Measures to control the inflow and infiltration as needed to
 9 reduce flows in the Collection System and reduce the frequency of SSOs; and

10 c) The budget allocated for emergency repair and replacement
 11 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 12 during the previous year, and the cost thereof.

13 C. Beginning in 2013, as part of its Annual Report provided for in Section
 14 XIII , the City of Albany shall submit information to EPA summarizing the City's progress in
 15 implementing each element of the AMIP, and must include any proposed revisions to the
 16 maintenance and construction schedules along with any accompanying changes to the financial
 17 plan. If any Acute Defect has not been addressed within one year of the inspection and
 18 assessment identifying it, the City shall explain what new information or changed circumstances
 19 warrant not addressing the Acute Defect.

20 32. Private Sewer Lateral Inspection and Repair or Replacement Program

21 A. Consistent with the requirements at Section V.C., Paragraph 29 of the
 22 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the "Regional
 23 Ordinance") setting standards for the performance of sewer pipes that extend from privately-
 24 owned structures to the Satellites' Collection Systems ("private sewer laterals"). The Regional
 25 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
 26 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
 27 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
 28 construction or significant modification of such structure at a cost in excess of \$100,000, and

1 prior to obtaining approval from EBMUD for a change in the size of the owner's water service.
 2 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
 3 property of the owner of the privately-owned structure (the "upper lateral"). Portions of the
 4 private sewer lateral connecting the upper lateral to the sewer main on public property, including
 5 public streets, (the "lower lateral") are not addressed by the Regional Ordinance. The City of
 6 Albany has the option of submitting an application to EBMUD for a determination that the City
 7 has a private sewer lateral ordinance that is no less stringent than the Regional Ordinance ("No
 8 Less Stringent Application").

9 B. By January 31, 2011, the City of Albany shall:

10 1. If submitting a "No Less Stringent Application" as described in
 11 (A) above and defined in Section V.C., Paragraph 31 of the EBMUD SO, provide a copy of the
 12 application to EPA at the same time it is submitted to EBMUD, and include in the application, at
 13 a minimum, the following:

- 14 a) Ordinance/Code citation and date of adoption of program,
 15 or proposed amendments to the City's existing ordinance and a schedule for the adoption of the
 16 amendments;
- 17 b) Criteria under which a lateral is subject to inspection and
 18 repair or replacement;
- 19 c) Testing and performance requirements;
- 20 d) Duration of certificate issued, including differences in
 21 duration based on whether the lateral passes the test, is repaired, or undergoes replacement;
- 22 e) A statement that the City does include, as part of the
 23 application process for the permits and approvals described in subparagraph 23.A that it issues, a
 24 requirement that the applicant submit a valid Compliance Certificate;
- 25 f) A description of how the program is implemented,
 26 including the process for coordination among the following authorities: (i) the City authorities
 27 responsible for enforcing the program; (ii) the City authorities responsible for permitting
 28 activities that trigger the duty to comply with the City's private sewer lateral ordinance,

1 including, but not limited to, City authorities responsible for building permits; and (iii) the
2 County authorities responsible for recording transfers of title.

3 g) Program resources (funding and staffing);

4 h) A description of the record keeping system used for
5 tracking compliance with the lateral program requirements, including, but not limited to, dates of
6 testing, results of testing, and date and type of certificate issued; and

7 Process for enforcing violations of the ordinance, including a description of the
8 authorities responsible for enforcing the program

9 2. If not submitting a "No Less Stringent Application":

10 a) A description of how the City of Albany will cooperate
11 with EBMUD in the implementation of its private sewer lateral program within its service area,
12 including a description of the responsibilities that will be assigned to each City agency or
13 department involved in the implementation of this program;

14 b) A statement that the City will include, as part of the
15 application process for permits and approvals described in subparagraph 23.A, a requirement that
16 the applicant submit a valid EBMUD Compliance Certificate; and

17 c) A copy of an agreement, if any, between the City and
18 EBMUD regarding cooperation in the implementation of the private sewer lateral program,
19 which may include a description of the City building permit process that requires permittees to
20 submit compliance certificates before being issued certificates of occupancy.

21 C. The City of Albany shall provide to EBMUD the information required by
22 and at the frequency determined necessary by EPA for implementation of the Regional
23 Ordinance program, unless a No Less Stringent Application has been approved by EPA. If the
24 City implements a building permit process that requires permittees to submit compliance
25 certificates before being issued certificates of occupancy, the City, to satisfy the requirements of
26 this subparagraph, shall annually document, in spreadsheet format, the building permits issued,
27 the certificates of occupancy issued, and whether a compliance certificate was submitted prior to
28 issuance of the certificate of occupancy.

1 D. If the City of Albany continues to use its current Private Sewer Lateral
 2 Ordinance, beginning in 2012, as part of its Annual Report provided for in Section XIII, the City
 3 of Albany shall submit information to EPA describing the effectiveness of the City's lateral
 4 replacement program. This information shall include the following:

- 5 1. Number and percent of laterals replaced since program adopted;
- 6 2. Number and percent of laterals repaired since program adopted;
- 7 3. Failure rate of laterals in testing
- 8 4. Number and percent of property owners failing to comply with
 9 testing and/or replacement provisions; and
- 10 5. Description of any enforcement actions taken for non-compliance.

11 E. Lower Laterals: The City of Albany shall continue its existing practice of,
 12 when replacing sewer mains, evaluating the condition of lower laterals connected to those sewer
 13 mains and replacing defective lower laterals. When the owner of a private residence is required
 14 to repair or replace its upper lateral, the City of Albany shall continue its existing practice of
 15 ensuring that the lower lateral is repaired or replaced, if needed, at the time the work is
 16 performed on the upper lateral.

17 33. Sub-Basin Flow Monitoring/I&I Assessment Plan

18 A. The City of Albany shall cooperate with EBMUD in the development of
 19 the Regional Flow Monitoring/Data Assessment Program described in Section V.A. of the
 20 EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of the
 21 EBMUD SO.

22 B. On **September 30, 2010**, the City of Albany submitted, and EPA has
 23 reviewed and approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The City shall take
 24 the actions required by the Plan, in accordance with the schedules and requirements of the Plan
 25 as approved.

26 C. By December 1, 2012, the City of Albany shall submit a report to EPA for
 27 review and approval pursuant to Section XIV on all activities undertaken pursuant to the Sub-
 28 Basin Flow Monitoring/I&I Assessment Plan to provide the following:

1 1. Classification of Sub-Basins as high, medium, or low priority with
2 regard to the relative quantities of significant infiltration to the Collection System;

3 2. Classification of Sub-Basins as high, medium, or low priority with
4 regard to the relative quantities of significant inflow to the Collection System;

5 3. Identification of any bottlenecks in the Collection System which
6 lack sufficient capacity to convey sewage flows through the Collection System and to the
7 EBMUD interceptor during wet weather; and

8 4. A plan for using these results to identify and target high priority
9 areas for repair and rehabilitation work.

10 34. Inflow Identification and Reduction

11 A. On **September 30, 2010**, the City of Albany submitted, and EPA has
12 reviewed and approved, an Inflow Identification and Reduction Plan that describes how the City
13 will implement a program to identify and reduce sources of direct storm water inflow, including
14 roof leaders and drains directly connected to the Collection System, leaking manhole covers, and
15 cross connections with storm drains. The City shall take the actions required by the Plan, in
16 accordance with the schedules and requirements of the Plan as approved.

17 B. Beginning in 2012, as part of the Annual Report provided for in Section
18 XIII, the City of Albany shall submit the following information as it becomes available on
19 implementation of the Inflow Identification and Reduction Program:

20 1. Locations and results of inflow testing done the previous year
21 including the total number of illicit connections discovered;

22 2. Description of follow-up actions that were conducted including the
23 number of illicit connections which were disconnected;

24 3. Description of enforcement actions taken against any property
25 owner which did not comply with disconnection requirements;

26 4. Description of methods used to seal manhole covers in Collection
27 System areas prone to flooding, and list of locations at which this work was done; and

28 5. A schedule for locations to be tested in the next year.

1 35. Computerized Maintenance Management System (MMS). On **October 15, 2010**,
2 the City of Albany certified to EPA that the City's MMS has been linked to a Geographic
3 Information System (GIS) map of the Collection System, which is linked to an inventory of
4 Collection System assets that includes available information on asset age, material, dimensions,
5 and capacities, and locations of SSOs, along with information on inspection history, condition
6 ratings and sewers repaired, rehabilitated, or replaced.

7 36. Sewer Cleaning And Inspection Program

8 A. On **July 15, 2010**, the City of Albany submitted, and EPA has reviewed
9 and approved, a Sewer System Cleaning and Inspection Program Plan to ensure regular cleaning
10 of sewer pipes. The City shall take the actions required by the Plan, in accordance with the
11 schedules and requirements of the Plan as approved. This Plan may be submitted in lieu of the
12 Routine Inspection and Collection System Maintenance Protocols required by subparagraphs
13 31.B.1 and 31.B.2 upon a determination by EPA that the Plan meets or exceeds the criteria
14 specified in subparagraphs 31.B.1 and 31.B.2.

15 B. Beginning in 2011, as part of the Annual Report provided for in Section
16 XIII, the City of Albany shall submit information to EPA documenting activities conducted
17 under its Sewer Cleaning and Inspection Program during the previous year, including miles of
18 pipe cleaned as part of the routine and hot spot cleaning programs, and miles of pipe treated by
19 each method used for controlling roots. The City shall include a description of any changes to be
20 made to the program to further reduce SSOs. If EPA approves the City's Sewer Cleaning and
21 Inspection Program in lieu of the Routine Inspection and Collection System Maintenance
22 Protocols required by subparagraphs 31.B.1 and 31.B.2., the reporting obligations of this
23 subparagraph may be incorporated into the section of the Annual Report pertaining to
24 implementation of the AMIP provided for in Paragraph 31.C.

25 37. Annual Overflow Reports. Beginning in 2011, as part of the Annual Report
26 provided for in Section XIII, the City of Albany shall submit a copy to EPA of the Annual
27 Report of Sanitary Sewer Overflows ("Annual Overflow Report") required by the Regional
28 Water Board. To the extent that the information is not included in the Annual Overflow Report,

1 the City shall provide a listing of the number and location(s) of repeat SSOs, a list of any SSOs
2 in areas in which the sewer pipes have been rehabilitated, and a description of measures that will
3 be taken to help prevent these SSOs in the future.

4 VIII. WORK – CITY OF BERKELEY

5 38. Maintain Current Program. The City of Berkeley shall implement the programs
6 for controlling sewage SSOs and reducing I&I set forth in its SSMP.

7 39. Implement Improvements. The City of Berkeley shall implement any
8 improvements to its current programs needed to meet the requirements set out below in this
9 Section. To the extent that an existing program satisfies the requirements of this Section, the
10 City of Berkeley may submit a description of its program for review and approval by EPA
11 pursuant to Section XIV.

12 40. Asset Management Program

13 A. The City of Berkeley shall participate and cooperate with EBMUD in the
14 development of the EBMUD Template in accordance with the provisions of Section V.D.,
15 Paragraph 39 of the EBMUD SO. The City of Berkeley and Baykeeper reserve the right to
16 comment on the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA
17 and the Regional Water Board, before the end of the ninety-day comment period set forth in the
18 EBMUD SO. Upon completion of the EBMUD Template, following review of it and any other
19 Alternative Template(s), EPA may provide comments for use as guidance by the City as the
20 basis for the Asset Management Implementation Plan (“AMIP”).

21 B. By July 15, 2012, the City shall submit to EPA for review and approval
22 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to
23 subparagraph A above. The City may tailor the EPA comments, and may omit portions of the
24 EPA comments that do not apply to the City. The AMIP shall be updated as necessary to
25 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
26 repair, renovation and replacement projects continue to be adequately identified and planned
27 beyond the initial time frames specified in subparagraph 39.B.3. At a minimum, the AMIP shall
28 include a description of the City of Berkeley’s programs for:

1 1. **Routine inspection of the Collection System** according to a
2 specified schedule, and that includes the following:

3 a) Inspection methods to be used, including direct visual
4 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
5 a combination;

6 b) An inspection schedule, and protocol for determining the
7 regular time interval on which repeat inspections will be performed; and

8 c) A system for timely evaluation of inspection findings and
9 documentation of the assessed condition.

10 2. **Collection System maintenance protocols, including:**

11 a) A schedule for routine cleaning of the City of Berkeley's
12 Collection System using standardized responses developed by the City to typical local problems
13 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
14 schedule after evaluating the cleaning needs of the Collection System;

15 b) A list of locations where pipe blockages and SSOs have
16 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
17 hot spot cleaning schedule based on changing conditions;

18 c) Preventive measures to address blockage of sewer pipes by
19 roots, including a description of root control methods; locations where root control methods may
20 be used within the Collection System; and a schedule for application of root control methods;

21 d) A plan for staffing the sewer system cleaning and root
22 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
23 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
24 control duties conducted under this program will be carried out by private contractor(s), the City
25 of Berkeley shall retain on file and make available for inspection for a period of three years after
26 the completion of work a description of each contractor and a copy of each contract, or a
27 description of the procurement process.

28 e) A Quality Assurance and Quality Control Program

1 (“QA/QC Program”) to ensure proper sewer cleaning. The QA/QC Program shall include a plan
 2 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be
 3 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
 4 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
 5 decreasing the frequency of inspection.

6 **3. Condition based repair and replacement of sewer pipe plan.**

7 This plan shall include elimination of known improper flow connections, according to a schedule
 8 informed by the inspection results, and address both short-term (repairs of Acute Defects to
 9 occur within one year of completion of inspection and assessment) and long term repair,
 10 rehabilitation and replacement of sewer pipes. The plan shall include the following:

11 a) A schedule and 10 year financial plan for repair,
 12 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 13 presently planned as priorities for rehabilitation or replacement over the next three years, with
 14 the understanding that the identified priorities are likely to be further developed and revised
 15 through the inspection and assessment process, and as a result of changed conditions. The City
 16 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 17 standardized responses developed by the City to observed defects, taking into account available
 18 peak flow rate data;

19 b) Measures to control the inflow and infiltration as needed to
 20 reduce flows in the Collection System and reduce the frequency of SSOs; and

21 c) The budget allocated for emergency repair and replacement
 22 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 23 during the previous year, and the cost thereof.

24 C. Beginning in 2013, as part of its Annual Report provided for in Section
 25 XIII, the City of Berkeley shall submit information to EPA summarizing the City’s progress in
 26 implementing each element of the AMIP, and must include any proposed revisions to the
 27 maintenance and construction schedules along with any accompanying changes to the financial
 28 plan. If any Acute Defect has not been addressed within one year of the inspection and

1 assessment identifying it, the City shall explain what new information or changed circumstances
2 warrant not addressing the Acute Defect.

3 41. Private Sewer Lateral Inspection and Repair or Replacement Program

4 A. Consistent with the requirements at Section V.C., Paragraph 29. of the
5 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the “Regional
6 Ordinance”) setting standards for the performance of sewer pipes that extend from privately-
7 owned structures to the Satellites’ Collection Systems (“private sewer laterals”). The Regional
8 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
9 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
10 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
11 construction or significant modification of such structure at a cost in excess of \$100,000, and
12 prior to obtaining approval from EBMUD for a change in the size of the owner’s water service.
13 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
14 property of the owner of the privately-owned structure (the “upper lateral”). Portions of the
15 private sewer lateral connecting the upper lateral to the sewer main on public property, including
16 public streets, (the “lower lateral”) are not addressed by the Regional Ordinance. The City of
17 Berkeley has the option of submitting an application to EBMUD for a determination that the City
18 has a private lateral sewer lateral ordinance that is no less stringent than the Regional Ordinance
19 (“No Less Stringent Application”).

20 B. By **October 15, 2010**, the City of Berkeley shall:

21 1. If submitting a “No Less Stringent Application” as described in
22 (A) above and defined in Section V.C., Paragraph 31 of the EBMUD SO, provide a copy of the
23 application to EPA at the same time it is submitted to EMBUD, and include in the application, at
24 a minimum, the following:

25 a) Ordinance/Code citation and date of adoption of program,
26 or proposed amendments to the City’s existing ordinance and a schedule for the adoption of the
27 amendments;

28 b) Criteria under which a lateral is subject to inspection and

1 repair or replacement;

2 c) Testing and performance requirements;

3 d) Duration of certificate issued, including differences in
4 duration based on whether the lateral passes the test, is repaired, or undergoes replacement;

5 e) A statement that the City does include, as part of the
6 application process for the permits and approvals described in subparagraph 41.A that it issues, a
7 requirement that the applicant submit a valid Compliance Certificate;

8 f) A description of how the program is implemented including
9 the process for coordination among the following authorities: (i) the City authorities responsible
10 for enforcing the program; (ii) the City authorities responsible for permitting activities that
11 trigger the duty to comply with the City's private sewer lateral ordinance, including but not
12 limited to, City authorities responsible for building permits; and (iii) the County authorities
13 responsible for recording transfers of title;

14 g) Program resources (funding and staffing);

15 h) A description of the record keeping system used for
16 tracking compliance with the lateral program requirements, including but not limited to dates of
17 testing, results of testing, and date and type of certificate issued; and

18 i) Process for enforcing violations of the ordinance, including
19 a description of the authorities responsible for enforcing the program.

20 2. If not submitting a "No Less Stringent Application":

21 a) A description of how the City of Berkeley will cooperate
22 with EBMUD in the implementation of its private sewer lateral program within its service area,
23 including a description of the responsibilities that will be assigned to each City agency or
24 department involved in the implementation of this program;

25 b) A statement that the City will include, as part of the
26 application process for permits and approvals described in subparagraph 41.A, a requirement that
27 the applicant submit a valid EBMUD Compliance Certificate; and

28 c) A copy of an agreement, if any, between the City and

1 EBMUD regarding cooperation in the implementation of the private sewer lateral program,
2 which may include a description of the City building permit process that requires permittees to
3 submit compliance certificates before being issued certificates of occupancy.

4 C. The City of Berkeley shall provide to EBMUD the information required
5 by and at the frequency determined necessary by EPA for implementation of the Regional
6 Ordinance program, unless a No Less Stringent application has been approved by EPA.

7 D. If the City of Berkeley continues to use its current Private Sewer Lateral
8 Ordinance, beginning in 2012, as part of its Annual Report provided for in Section XIII, the City
9 of Berkeley shall submit information to EPA describing the effectiveness of the City's lateral
10 replacement program. This report shall include the following information:

- 11 1. Number and percent of laterals replaced since program adopted;
- 12 2. Number and percent of laterals repaired since program adopted;
- 13 3. Failure rate of laterals in testing
- 14 4. Number and percent of property owners failing to comply with
15 testing and/or replacement provisions; and
- 16 5. Description of any enforcement actions taken for non-compliance.

17 E. Lower Laterals

18 1. The City of Berkeley shall, by 2020, replace all lower laterals that
19 have not been replaced since 1986 through its existing program of replacing lower laterals when
20 it repairs or replaces sewer mains.

21 2. The City of Berkeley shall amend its existing ordinance and/or
22 policies limiting trenching in public streets to exempt lower laterals it determines are in need of
23 immediate replacement.

24 3. When the City of Berkeley learns that lower laterals in an area are
25 potentially a source of excessive I&I, it shall include such considerations in its planning and
26 scheduling for sewer line and lower lateral replacements.

27 4. When an event occurs that triggers inspection of a private sewer
28 lateral (upper lateral) under the City's Private Sewer lateral ordinance (BMC Chapter 17.24) the

1 City of Berkeley shall take one of the following actions with respect to the corresponding lower
2 lateral:

3 a) In areas where the sewer main and lower laterals have been
4 replaced since 1986 pursuant to the Sewer System Evaluation Study completed in 1985 by CDM
5 Jordan/Montgomery which was prepared in response to Order No. 86-17 issued by the California
6 Regional Water Quality Control Board, San Francisco Bay Region, and implementing plans
7 adopted by the City of Berkeley, no action need be taken solely as a result of the triggering
8 event.

9 b) In all other areas of the City of Berkeley, the City of
10 Berkeley shall include the corresponding lower lateral in the routine inspection program required
11 by subparagraph 40.B.1, and shall inspect the corresponding lower lateral within 30 days of
12 notice of the triggering event. The results of such inspections shall be used in planning and
13 scheduling as set forth in subparagraph 41.E.3.

14 42. Sub-Basin Flow Monitoring/I&I Assessment Plan

15 A. The City of Berkeley shall cooperate with EBMUD in the development of
16 the Regional Flow Monitoring/Data Assessment Program described in Section V.A. of the
17 EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of the
18 EBMUD SO.

19 B. On **July 15, 2010**, the City submitted, and EPA has reviewed and
20 approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The City shall take the actions
21 required by the Plan, in accordance with the schedules and requirements of the Plan as approved.

22 C. By December 1, 2012, the City of Berkeley shall submit a report to EPA
23 for review and approval pursuant to Section XIV on the activities performed under the Sub-Basin
24 Flow Monitoring/I&I Assessment Plan to provide the following:

25 1. Classification of Sub-Basins as high, medium, or low priority with
26 regard to the relative quantities of significant infiltration to the Collection System;

27 2. Classification of Sub-Basins as high, medium, or low priority with
28 regard to the relative quantities of significant inflow to the Collection System;

1 3. Identification of any bottlenecks in the Collection System which
2 lack sufficient capacity to convey sewage flows through the Collection System and to the
3 EBMUD interceptor during wet weather; and

4 4. A plan for using these results to identify and target high priority
5 areas for repair and rehabilitation work.

6 43. Inflow Identification and Reduction

7 A. On **July 15, 2010**, the City of Berkeley submitted, and EPA has reviewed
8 and approved, an Inflow Identification and Reduction Plan that describes how the City will
9 implement a program to identify and reduce sources of direct storm water inflow, including roof
10 leaders and drains directly connected to the Collection System, leaking manhole covers, and
11 cross connections with storm drains. The City shall take the actions required by the Plan, in
12 accordance with the schedules and requirements of the Plan as approved.

13 B. Beginning in 2012, as part of the Annual Report provided for in Section
14 XIII, the City of Berkeley shall submit the following information as it becomes available on
15 implementation of the Inflow Identification and Reduction Program:

16 1. Locations and results of inflow testing done the previous year
17 including the total number of illicit connections discovered;

18 2. Description of follow-up actions that were conducted including the
19 number of illicit connections which were disconnected;

20 3. Description of enforcement actions taken against any property
21 owner which did not comply with disconnection requirements;

22 4. Description of methods used to seal manhole covers in Collection
23 System areas prone to flooding, and list of locations at which this work was done; and

24 5. A schedule for locations to be tested in the next year.

25 44. Sewer Cleaning And Inspection Program

26 A. On **July 1, 2010**, the City of Berkeley submitted, and EPA has reviewed
27 and approved, a Sewer System Cleaning and Inspection Program Plan to ensure regular
28 inspection and cleaning of sewer pipes. The City shall take the actions required by the Plan, in

1 accordance with the schedules and requirements of the Plan as approved. This Plan may be
2 submitted in lieu of the Routine Inspection and Collection System Maintenance Protocols
3 required by subparagraphs 40.B.1 and 40.B.2 upon a determination by EPA that the Plan meets
4 or exceeds the criteria specified in subparagraphs 40.B.1 and 40.B.2.

5 B. Beginning in 2011, as part of the Annual Report provided for in Section
6 XIII, the City of Berkeley shall provide information to EPA documenting activities conducted
7 under its Sewer Cleaning and Inspection Program during the previous annual cycle, including
8 miles of pipe cleaned and/or inspected as part of the routine and hot spot cleaning programs, and
9 miles of pipe treated by each method used for controlling roots. The City shall include a
10 description of the success of the Sewer Cleaning and Inspection Program at preventing blockages
11 and SSOs as well as any changes to be made to the Program to further reduce SSOs. If EPA
12 approves the Sewer Cleaning and Inspection Program in lieu of the Routine Inspection and
13 Collection System Maintenance Protocols required by subparagraphs 40.B.1 and 40.B.2, the
14 reporting required by this subparagraph may be incorporated into the section of the Annual
15 Report pertaining to implementation of the Asset Management Plan provided for in subparagraph
16 40.C.

17 45. Computerized Maintenance Management System (MMS) On **October 15, 2010**,
18 the City of Berkeley certified to EPA that the City's MMS has been linked to a Geographic
19 Information System (GIS) map of the Collection System, which is linked to an inventory of
20 sewer Collection System assets that includes the available information on asset age, material,
21 dimensions, and capacities, and locations of SSOs, along with information on inspection history,
22 condition ratings and sewers repaired, rehabilitated, or replaced.

23 46. Sewer Repair, Rehabilitation and Replacement Beginning in 2011, as part of the
24 Annual Report provided for in Section XIII, the City of Berkeley shall submit information to
25 EPA documenting sewer repair, rehabilitation, or replacement activities completed in the
26 previous year; describing projects to be completed in the next year; and discussing the reductions
27 in flows and/or SSOs that have been achieved. Beginning in 2013, this information may be
28

1 incorporated into the section of the Annual Report pertaining to implementation of the Asset
2 Management Plan provided for in subparagraph 40.C .

3 47. Annual Overflow Reports. Beginning in 2010, as part of the Annual Report
4 provided for in Section XIII, the City of Berkeley shall submit a copy to EPA of the Annual
5 Report of Sanitary Sewer Overflows (“Annual Overflow Report”) required by the Regional
6 Water Board. To the extent that the information is not included in the Annual Overflow Report,
7 the City shall provide a listing of the number and location(s) of repeat SSOs a list of any SSOs in
8 areas in which the sewer pipes have been rehabilitated, and a description of measures that will be
9 taken to help prevent these SSOs in the future.

10 IX. WORK – CITY OF EMERYVILLE

11 48. Maintain Current Program. The City of Emeryville shall implement the programs
12 for controlling SSOs and reducing I&I set forth in its SSMP.

13 49. Implement Improvements. The City of Emeryville shall implement
14 improvements to its current programs needed to meet the requirements set out below in this
15 Section. To the extent that an existing program satisfies the requirements of this Section, the
16 City of Emeryville may submit a description of its program for review and approval by EPA
17 pursuant to Section XIV.

18 50. Asset Management Program

19 A. The City of Emeryville shall participate and cooperate with EBMUD in
20 the development of the EBMUD Template in accordance with the provisions of Section V.D.,
21 Paragraph 39 of the EBMUD SO. The City of Emeryville and Baykeeper reserve the right to
22 comment on the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA
23 and the Regional Water Board, before the end of the ninety-day comment period set forth in the
24 EBMUD SO. Upon completion of the EBMUD Template, following review of it and any other
25 Alternative Template(s), EPA may provide comments for use as guidance by the City as the
26 basis for the Asset Management Implementation Plan (“AMIP”).

27 B. By July 15, 2012, the City shall submit to EPA for review and approval
28 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to

1 subparagraph A above. The City may tailor the EPA comments, and may omit portions of the
2 EPA comments that do not apply to the City. The AMIP shall be updated as necessary to
3 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
4 repair, renovation and replacement projects continue to be adequately identified and planned
5 beyond the initial time frames specified in subparagraph 49.B.3. At a minimum, the AMIP shall
6 include a description of the City of Emeryville's programs for:

7 1. **Routine inspection of the Collection System** according to a
8 specified schedule, and that includes the following:

9 a) Inspection methods to be used, including direct visual
10 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
11 a combination;

12 b) An inspection schedule, and protocol for determining the
13 regular time interval on which repeat inspections will be performed; and

14 c) A system for timely evaluation of inspection findings and
15 documentation of the assessed condition.

16 2. **Collection system maintenance protocols, including:**

17 a) A schedule for routine cleaning of the City of Emeryville's
18 Collection System using standardized responses developed by the City to typical local problems
19 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
20 schedule after evaluating the cleaning needs of the Collection System;

21 b) A list of locations where pipe blockages and SSOs have
22 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
23 hot spot cleaning schedule based on changing conditions;

24 c) Preventive measures to address blockage of sewer pipes by
25 roots, including a description of root control methods; locations where root control methods may
26 be used within the Collection System; and a schedule for application of root control methods;
27 and

28 d) A plan for staffing the sewer system cleaning and root

1 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
 2 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
 3 control duties conducted under this program will be carried out by private contractor(s), the City
 4 of Emeryville shall retain on file and make available for inspection for a period of three years
 5 after the completion of work a description of each contractor and a copy of each contract, or a
 6 description of the procurement process.

7 e) A Quality Assurance and Quality Control Program
 8 (“QA/QC Program”) to ensure proper sewer cleaning. The QA/QC Program shall include a plan
 9 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be
 10 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
 11 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
 12 decreasing the frequency of inspection.

13 3. **Condition based repair and replacement of sewer pipe plan.**

14 This plan shall include elimination of known improper flow connections, according to a schedule
 15 informed by the inspection results, and address both short-term (repairs of Acute Defects to
 16 occur within one year of completion of inspection and assessment) and long term repair,
 17 rehabilitation and replacement of sewer pipes. The plan shall include the following:

18 a) A schedule and 10 year financial plan for repair,
 19 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 20 presently planned as priorities for rehabilitation or replacement over the next three years, with
 21 the understanding that the identified priorities are likely to be further developed and revised
 22 through the inspection and assessment process, and as a result of changed conditions. The City
 23 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 24 standardized responses developed by the City to observed defects, taking into account available
 25 peak flow rate data;

26 b) Measures to control the inflow and infiltration as needed to
 27 reduce flows in the Collection System and reduce the frequency of SSOs; and

28 c) The budget allocated for emergency repair and replacement

1 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
2 during the previous year, and the cost thereof.

3 C. Beginning in 2013, as part of its Annual Report provided for in Section
4 XIII, the City of Emeryville shall submit information to EPA summarizing the City's progress in
5 implementing each element of the AMIP, and must include any proposed revisions to the
6 maintenance and construction schedules along with any accompanying changes to the financial
7 plan. If any Acute Defect has not been addressed within one year of the inspection and
8 assessment identifying it, the City shall explain what new information or changed circumstances
9 warrant not addressing the Acute Defect.

10 51. Private Sewer Lateral Inspection and Repair or Replacement Program

11 A. Consistent with the requirements at Section V.C., Paragraph 29. of the
12 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the "Regional
13 Ordinance") setting standards for the performance of sewer pipes that extend from privately-
14 owned structures to the Satellites' Collection Systems ("private sewer laterals"). The Regional
15 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
16 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
17 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
18 construction or significant modification of such structure at a cost in excess of \$100,000, and
19 prior to obtaining approval from EBMUD for a change in the size of the owner's water service.
20 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
21 property of the owner of the privately-owned structure (the "upper lateral"). Portions of the
22 private sewer lateral connecting the upper lateral to the sewer main on public property, including
23 public streets, (the "lower lateral") are not addressed by the Regional Ordinance. The City of
24 Emeryville has the option of either submitting an application to EBMUD for a determination that
25 the City has a private lateral sewer lateral ordinance that is no less stringent than the Regional
26 Ordinance ("No Less Stringent Application")", but has chosen to be covered under the EBMUD
27 Regional Ordinance.

28

1 B. On **October 15, 2010**, the City of Emeryville submitted the following to
2 EPA for review and comment (these documents do not require EPA approval):

3 1. Procedures for cooperating with EBMUD in the implementation of
4 its private sewer lateral program within the City's service area, including a description of the
5 responsibilities that will be assigned to each City agency or department involved in the
6 implementation of this program;

7 2. A statement that the City will include, as part of the application
8 process for permits and approvals described in subparagraph 51.A, a requirement that the
9 applicant submit a valid EBMUD Compliance Certificate; and

10 3. A copy of an agreement, if any, between the City and EBMUD
11 regarding cooperation in the implementation of the private sewer lateral program, which may
12 include a description of the City building permit process that requires permittees to submit
13 compliance certificates prior to the City inspector's completion of the final inspection.

14 C. The City of Emeryville shall provide to EBMUD the information required
15 by and at the frequency determined necessary by EPA for implementation of the Regional
16 Ordinance program.

17 D. Lower Laterals

18 1. The City of Emeryville shall continue its existing practice of, when
19 replacing sewer mains, evaluating the condition of lower laterals connected to those sewer mains
20 and replacing or requiring replacement of defective lower laterals. The City of Emeryville may
21 issue a Compliance Certificate to the owner of any private sewer lateral whose lower lateral is
22 replaced pursuant to this practice covering the replaced portion of the private sewer lateral.

23 2. By April 20, 2011, the City of Emeryville shall enact an ordinance
24 which requires that each owner of a private sewer lateral show proof that the lower lateral meets
25 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
26 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
27 construction or significant modification of such structure at a cost in excess of \$100,000, and
28 prior to obtaining approval from EBMUD for a change in the size of the owner's water service.

1 This ordinance shall be designed to extend the application of the Regional Ordinance to lower
2 laterals and Compliance Certificates for lower laterals shall have the same duration as
3 Compliance Certificates provided for in the Regional Ordinance.

4 52. Sub-Basin Flow Monitoring/I&I Assessment Plan

5 A. The City of Emeryville shall cooperate with EBMUD in the development
6 of the Regional Flow Monitoring/Data Assessment Program described in Section V.A. of the
7 EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of the
8 EBMUD SO.

9 B. On **July 30, 2010**, the City of Emeryville submitted, and EPA has
10 reviewed and approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The City shall take
11 the actions required by the Plan, in accordance with the schedules and requirements of the Plan
12 as approved.

13 C. On July 30, 2010, the City of Emeryville submitted, and EPA has
14 reviewed and approved, a report to EPA on the activities undertaken pursuant to the Sub-Basin
15 Flow Monitoring/I&I Assessment Plan, which includes the following:

16 1. Classification of Sub-Basins as high, medium, or low priority with
17 regard to the relative quantities of significant infiltration to the Collection System;

18 2. Classification of Sub-Basins as high, medium, or low priority with
19 regard to the relative quantities of significant inflow to the Collection System;

20 3. Identification of any bottlenecks in the Collection System which
21 lack sufficient capacity to convey sewage flows through the Collection System and to the
22 EBMUD interceptor during wet weather; and

23 4. A plan for using these results to identify and target high priority
24 areas for repair and rehabilitation work.

25 53. Inflow Identification and Reduction

26 A. On **July 30, 2010**, the City of Emeryville submitted, and EPA has
27 reviewed and approved, an Inflow Identification and Reduction Plan that describes how the City
28 will implement a program to identify and reduce sources of direct storm water inflow, including

1 roof leaders and drains directly connected to the Collection System, leaking manhole covers, and
2 cross connections with storm drains. The City shall take the actions required by the Plan, in
3 accordance with the schedules and requirements of the Plan as approved.

4 B. Beginning in 2012, as part of the Annual Report provided for in Section
5 XIII, the City of Emeryville shall submit the following information as it becomes available on
6 implementation of the Inflow Identification and Reduction Program:

7 1. Locations and results of inflow testing done the previous year
8 including the total number of illicit connections discovered;

9 2. Description of follow-up actions that were conducted including the
10 number of illicit connections which were disconnected;

11 3. Description of enforcement actions taken against any property
12 owner which did not comply with disconnection requirements;

13 4. Description of methods used to seal manhole covers in Collection
14 System areas prone to flooding, and list of locations at which this work was done; and

15 5. A schedule for locations to be tested in the next year.

16 54. SSO Response, Recordkeeping, Notification, & Reporting

17 A. On April 15, 2010, the City of Emeryville submitted, and EPA has
18 reviewed and approved, a Sanitary Sewer Overflow Response Plan that describes the following:
19 (1) emergency response and contingency procedures to address SSOs from its Collection
20 System; (2) recordkeeping procedures for maintaining SSO reports, including a procedure for
21 linking the SSOs to the MMS; (3) procedures for notifying members of the public who may be
22 impacted by the SSO; (4) procedures for reporting to and notifying appropriate regulatory
23 agencies. The City of Emeryville shall ensure that agency staff and responders are adequately
24 trained to perform the procedures outlined in the SSO response plan, and shall implement the
25 Plan in accordance with the procedures specified in the Plan, as approved. The City shall retain
26 appropriate records and evaluate on an annual basis agency staff's and responders' adherence to
27 the Plan as approved, and report findings of its evaluation in the Annual Report required in
28 Section XIII.

1 55. Maintenance Management System (MMS)

2 A. On **July 30, 2010**, the City of Emeryville submitted, and EPA has
3 reviewed and approved, a Plan for obtaining and implementing computerized sewer maintenance
4 management systems capable of scheduling work assignments and tracking completion of sewer
5 cleaning, maintenance, repairs, and SSOs (“MMS Plan”). The City shall take the actions
6 required by the Plan, in accordance with the schedules and requirements of the Plan as approved.

7 B. By October 15, 2011, the City of Emeryville shall certify to EPA that the
8 City’s MMS has been fully implemented, and has been linked to a Geographic Information
9 System (GIS) map of the Collection Systems, which is linked to an inventory of sewer Collection
10 System assets that includes the information on asset age, material, dimensions, and capacities,
11 along with information on inspection history, condition ratings and sewers repaired,
12 rehabilitated, or replaced.

13 56. Sewer Pipe and Maintenance Hole Inspection

14 A. On April 15, 2010, the City of Emeryville submitted, and EPA reviewed
15 and approved, a Sewer Pipe and Maintenance Hole Inspection Plan. The City shall take the
16 actions required by the Plan, in accordance with the schedules and requirements of the Plan as
17 approved. The Plan may be submitted in lieu of the Routine Inspection provisions required by
18 subparagraph 50.B.1 upon a determination by EPA that the Plan meets or exceeds the criteria
19 specified in subparagraph 50.B.1.

20 B. Beginning in 2011, as part of the Annual Report provided for in Section
21 XIII, the City of Emeryville shall submit information to EPA summarizing inspection methods
22 and findings of the sewer pipe and maintenance hole condition assessment conducted during the
23 previous year and the estimated miles of sewer pipe and number of maintenance holes to be
24 inspected during the current year, along with a description of how the findings are being used to
25 prioritize rehabilitation projects. If EPA determines that the Sewer Pipe and Maintenance Hole
26 Inspection Plan meets or exceeds the requirements of subparagraph 50.B.1 the reporting required
27 under this subparagraph may be incorporated into the section of the Annual Report pertaining to
28 implementation of the AMIP provided for in subparagraph 50.C.

1 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
2 repair, renovation and replacement projects continue to be adequately identified and planned
3 beyond the initial time frames specified in subparagraph 60.B.3. At a minimum, the AMIP shall
4 include a description of the City of Oakland's programs for:

5 1. **Routine inspection of the Collection System** according to a
6 specified schedule, and that includes the following:

7 a) Inspection methods to be used, including direct visual
8 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
9 a combination;

10 b) An inspection schedule, and protocol for determining the
11 regular time interval on which repeat inspections will be performed; and

12 c) A system for timely evaluation of inspection findings and
13 documentation of the assessed condition.

14 2. **Collection system maintenance protocols, including:**

15 a) A schedule for routine cleaning of the City of Oakland's
16 Collection System using standardized responses developed by the City to typical local problems
17 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
18 schedule after evaluating the cleaning needs of the Collection System;

19 b) A list of locations where pipe blockages and SSOs have
20 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
21 hot spot cleaning schedule based on changing conditions;

22 c) Preventive measures to address blockage of sewer pipes by
23 roots, including a description of root control methods; locations where root control methods may
24 be used within the Collection System; and a schedule for application of root control methods;
25 and

26 d) A plan for staffing the sewer system cleaning and root
27 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
28 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root

1 control duties conducted under this program will be carried out by private contractor(s), the City
 2 of Oakland shall retain on file and make available for inspection for a period of three years after
 3 the completion of work a description of each contractor and a copy of each contract, or a
 4 description of the procurement process.

5 e) A Quality Assurance and Quality Control Program
 6 (“QA/QC Program”) to ensure proper sewer cleaning. The QA/QC Program shall include a plan
 7 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be
 8 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
 9 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
 10 decreasing the frequency of inspection.

11 3. **Condition based repair and replacement of sewer pipe plan.**

12 This plan shall include elimination of known improper flow connections, according to a schedule
 13 informed by the inspection results, and address both short-term (repairs of Acute Defects to
 14 occur within one year of completion of inspection and assessment) and long term repair,
 15 rehabilitation and replacement of sewer pipes. The plan shall include the following:

16 a) A schedule and 10 year financial plan for repair,
 17 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 18 presently planned as priorities for rehabilitation or replacement over the next three years, with
 19 the understanding that the identified priorities are likely to be further developed and revised
 20 through the inspection and assessment process, and as a result of changed conditions. The City
 21 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 22 standardized responses developed by the City to observed defects, taking into account available
 23 peak flow rate data;

24 b) Measures to control the inflow and infiltration as needed to
 25 reduce flows in the Collection System and reduce the frequency of SSOs; and

26 c) The budget allocated for emergency repair and replacement
 27 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 28 during the previous year, and the cost thereof.

1 C. Beginning in 2013, as part of its Annual Report provided for in Section
2 XIII , the City of Oakland shall submit information to EPA summarizing the City's progress in
3 implementing each element of the AMIP, and must include any proposed revisions to the
4 maintenance and construction schedules along with any accompanying changes to the financial
5 plan. If any Acute Defect has not been addressed within one year of the inspection and
6 assessment identifying it, the City shall explain what new information or changed circumstances
7 warrant not addressing the Acute Defect.

8 61. Private Sewer Lateral Inspection and Repair or Replacement Program

9 A. Consistent with the requirements at Section V.C., Paragraph 29 of the
10 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the "Regional
11 Ordinance") setting standards for the performance of sewer pipes that extend from privately-
12 owned structures to the Satellites' Collection Systems ("private sewer laterals"). The Regional
13 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
14 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
15 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
16 construction or significant modification of such structure at a cost in excess of \$100,000, and
17 prior to obtaining approval from EBMUD for a change in the size of the owner's water service.
18 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
19 property of the owner of the privately-owned structure (the "upper lateral"). Portions of the
20 private sewer lateral connecting the upper lateral to the sewer main on public property, including
21 public streets, (the "lower lateral") are not addressed by the Regional Ordinance. The City of
22 Oakland has the option of submitting an application to EBMUD for a determination that the City
23 has a private sewer lateral ordinance that is no less stringent than the Regional Ordinance ("No
24 Less Stringent Application"), but has elected to be covered under the EBMUD Regional
25 Ordinance.

26 B. On **October 15, 2010**, the City of Oakland submitted the following to
27 EPA for review and comment (these documents do not require EPA approval):
28

1 1. A description of how the City of Oakland will cooperate with
2 EBMUD in the implementation of its private sewer lateral program within its service area,
3 including a description of the responsibilities that will be assigned to each City agency or
4 department involved in the implementation of this program;

5 2. A statement that the City will include, as part of the application
6 process for permits and approvals described in subparagraph 61.A, a requirement that the
7 applicant submit a valid EBMUD Compliance Certificate; and

8 3. A copy of an agreement, if any, between the City and EBMUD
9 regarding cooperation in the implementation of the private sewer lateral program, which may
10 include a description of the City building permit process that requires permittees to submit
11 compliance certificates prior to the City inspector's completion of the final inspection.

12 C. The City of Oakland shall provide to EBMUD the information required by
13 and at the frequency determined necessary by EPA for implementation of the Regional
14 Ordinance program. If the City implements a building permit process that requires permittees to
15 submit Compliance Certificates before the City completes its final inspection of a building
16 remodel project as the approval triggering the Compliance Certificate requirement in the
17 EBMUD Ordinance, the City, to satisfy the requirements of this subparagraph, shall:

18 1. beginning January 31, 2012, before issuing a permit or other
19 authorization for construction or significant modification of a structure at a cost in excess of
20 \$100,000, require every recipient of such a permit or authorization to submit information, on a
21 postcard or other format chosen by the City, to the City of Oakland including, at a minimum, the
22 following information: property parcel number, the name and phone number of the property
23 owner, the name, address, phone number and contractor license number (if any) of the person
24 issued the permit, the address of the building for which the permit is issued, whether a
25 Compliance Certificate has been issued for the property;

26 2. submit to EBMUD, by copies of such postcards or other means
27 chosen by the City, the information submitted to the City pursuant to subparagraph 1 in a timely
28 manner, and also maintain records or copies of such postcards or other submittals sent to

1 EBMUD under this subsection, in a segregated notebook or electronic location for inspection by
2 EPA or other regulating agency;

3 3. beginning July 1, 2012, submit to EBMUD, in either electronic
4 or hard copy format as the City chooses, a monthly log of all remodel permits for jobs greater
5 than \$100,000 where a final inspection has been completed to finalize the project; and

6 4. maintain records available for inspection by EBMUD or Plaintiffs,
7 beginning January 31, 2012, of all such permits or other authorization for construction or
8 significant modification of a structure at a cost in excess of \$100,000, as well as records of all the
9 final inspections completed for such work. Upon request of EBMUD or Plaintiffs, the City
10 shall verify whether any particular permittee had a final inspection conducted on their remodel
11 project.

12 D. Lower Laterals

13 1. The City of Oakland shall continue its existing practice of, when
14 replacing sewer mains, evaluating the condition of lower laterals connected to those sewer mains
15 and replacing or requiring replacement of defective lower laterals. The City of Oakland may
16 establish a process to notify homeowners and/or EBMUD regarding improvements it may make
17 to lower laterals.

18 2. By August 19, 2011, the City of Oakland shall enact an ordinance
19 which extends EBMUD's Regional Ordinance to apply to lower sewer laterals. The owner of a
20 lower sewer lateral (unless already holding a valid Compliance Certificate) shall be required to
21 obtain a Compliance Certificate from EBMUD (a) prior to transferring title to the residential,
22 commercial, or industrial structure, (b) prior to obtaining final inspection on any permit or other
23 approval needed for the construction or significant modification of such structure at a cost in
24 excess of \$100,000, or (c) prior to obtaining approval from EBMUD for an increase or decrease
25 in size of the owner's water service. It is anticipated that, in January 2012 (after a city ordinance
26 is passed as described above), EBMUD will extend the administration of the Regional Ordinance
27 to lower laterals in the same way as upper laterals, under its Stipulated Order with the United
28

1 States, and that EBMUD's Compliance Certificates shall cover lower laterals as well as upper
2 laterals.

3 62. Sub-Basin Flow Monitoring/I&I Assessment Plan

4 A. The City of Oakland shall cooperate with EBMUD in the development
5 and implementation of the Regional Flow Monitoring/Data Assessment Program described in
6 Section V.A. of the EBMUD SO, and the Flow Modeling and Limits Report described in Section
7 V.B. of the EBMUD SO.

8 B. On **September 30, 2010**, the City of Oakland submitted, and EPA has
9 reviewed and approved, a Sub-Basin Flow Monitoring/Data Assessment Plan. The City shall
10 take the actions required by the Plan, in accordance with the schedules and requirements of the
11 Plan as approved.

12 C. By December 1, 2012, the City of Oakland shall submit a report to EPA
13 for review and approval pursuant to Section XIV on the activities undertaken pursuant to the
14 Sub-Basin Flow Monitoring/Data Assessment Plan. The report shall assess Sub-Basin flows and
15 hydraulic capacity within the Sub-Basins. The assessments shall include the results of flow
16 measurements, visual observations of flow levels and predictive flow modeling as needed to
17 complete the report such that the report:

- 18 1. Identifies areas, sources and quantities of significant inflow to the
19 sanitary sewer Collection System;
- 20 2. Identifies areas, sources, and quantities of significant infiltration to
21 the Collection System;
- 22 3. Identifies any bottlenecks in the Collection System which lack
23 sufficient capacity to convey sewage flows through the Collection System and to the EBMUD
24 interceptor during wet weather; and
- 25 4. Provides a plan for using these results to identify and target high
26 priority areas for repair and rehabilitation work.

27 D. If the work described in Subsections B and C of this Paragraph has been
28 completed within the past ten years, the City may, by **September 30, 2010**, submit a summary of

1 the work and recommendations to EPA in lieu of the requirements of Subsections B and C of this
2 Paragraph.

3 63. Inflow Identification and Reduction

4 A. On **September 30, 2010**, the City of Oakland submitted, and EPA has
5 reviewed and approved, an Inflow Identification and Reduction Plan that describes how the City
6 will implement a program to identify and reduce sources of direct storm water inflow, including
7 roof leaders and drains directly connected to the Collection System, leaking manhole covers, and
8 cross connections with storm drains. The City shall take the actions required by the Plan, in
9 accordance with the schedules and requirements of the Plan as approved.

10 B. Beginning in 2012, as part of the Annual Report provided for in Section
11 XIII, the City of Oakland shall submit the following information as it becomes available on
12 implementation of the Inflow Identification and Reduction Program:

- 13 1. Locations and results of inflow testing done the previous year
14 including the total number of illicit connections discovered;
- 15 2. Description of follow-up actions that were conducted including the
16 number of illicit connections which were disconnected;
- 17 3. Description of enforcement actions taken against any property
18 owner which did not comply with disconnection requirements;
- 19 4. Description of methods used to seal manhole covers in Collection
20 System areas prone to flooding, and list of locations at which this work was done; and
- 21 5. A schedule for locations to be tested in the next year.

22 64. SSO Response, Recordkeeping, Notification and Reporting

23 A. On **March 1, 2010**, the City of Oakland submitted, and EPA has reviewed
24 and approved, a Sanitary Sewer Overflow Response Plan that describes the following: (1)
25 emergency response and contingency procedures to address SSOs from its Collection System;
26 (2) recordkeeping procedures for maintaining SSO reports, including a procedure for linking the
27 SSOs to the MMS; (3) procedures for notifying members of the public who may be impacted by
28 the SSOs; and (4) procedures for reporting to and notifying appropriate regulatory agencies. The

1 City of Oakland shall ensure that agency staff and responders are adequately trained to perform
2 the procedures outlined in the SSO Response Plan, and shall take the actions required by the
3 Plan, in accordance with the schedules and requirements of the Plan as approved. The City shall
4 retain appropriate records and evaluate on an annual basis agency staff's and responders'
5 adherence to the Plan as approved, and report findings of its evaluation in the Annual Report
6 required in Section XIII.

7 65. Pump Station and Force Main Reliability

8 A. By July 15, 2012, the City of Oakland shall submit a plan to EPA for
9 review and approval pursuant to Section XIV, including a schedule and financial plan, for
10 completing the necessary repairs, renovations, and upgrades on each pump station and force
11 main. The improvements shall be designed to ensure adequate capacity for peak weather flows,
12 and to provide an automatic alarm system with SCADA communications and backup or
13 redundant equipment (pumps and power supply) so that pump station operations can be restored
14 in a timely manner in the event of electrical failure, mechanical failure, or power outage. The
15 schedule and financial plan shall be sufficient to ensure completion of the upgrades by October
16 15, 2022.

17 B. Beginning in 2013, as part of the Annual Report provided for in Section
18 XIII, the City of Oakland shall submit information to EPA documenting pump station and force
19 main renovations and upgrades during the previous year, and describing projects to be completed
20 in the next year.

21 66. Data Management – Maintenance Management System

22 A. By January 15, 2011, the City of Oakland shall submit to EPA for review
23 and approval pursuant to Section XIV a plan for obtaining and implementing computerized
24 sewer maintenance management systems (MMS) capable of scheduling work assignments and
25 tracking completion of sewer cleaning, maintenance, repairs and SSOs. The City shall record
26 information on Collection System inspections, condition ratings, and sewers repaired,
27 rehabilitated, and replaced. The MMS shall have the capability to be used to generate reports
28 summarizing SSOs and to identify hot spots.

1 B. By October 15, 2011, the City of Oakland shall certify to EPA that the
2 City's MMS is being fully implemented, and has been linked to a Geographic Information
3 System (GIS) map of the Collection Systems, which is linked to an inventory of Collection
4 System assets that includes information on asset age, material, dimensions and capacities, where
5 available, along with information on inspection history, condition ratings and sewers repaired,
6 rehabilitated, or replaced, where available.

7 67. Sewer Cleaning and Root Control Program

8 A. By July 15, 2011 the City of Oakland shall submit a plan to implement a
9 Sewer Cleaning and Root Control Plan to ensure regular cleaning of sewer pipes. The Sewer
10 Cleaning and Root Control Plan shall include a schedule for routine cleaning which ensures that
11 the highest priority Collection System locations are cleaned at least once every 10 years, except
12 that hot spot locations must be cleaned on a more frequent basis. The frequency of hot spot
13 cleaning shall be based on a rationale, and supported by data. Records of pipe mileage cleaned
14 shall be based on the unique length of each pipe section that was cleaned, and shall not include
15 multiple passes through that same length of pipe. The Plan must be sufficient to eliminate or
16 reduce blockage-related SSOs. EPA review of this Plan shall consider whether it meets or
17 exceeds the requirements of subparagraph 60.B.2. If EPA determines that the Plan meets or
18 exceeds the requirements of subparagraph 60.B.2, the Plan shall be deemed to satisfy the
19 requirements of subparagraph 60.B.2. To the extent practical, EPA's review of this Plan will
20 take into consideration any EPA comments provided pursuant to subparagraph 60.A. with regard
21 to these criteria so that the City has the opportunity to tailor this Plan to the pertinent provisions
22 required to be included in the AMIP.

23 B. Beginning in 2012, as part of its Annual Report provided for in Section
24 XIII, the City of Oakland shall document the activities conducted under its Sewer Cleaning and
25 Root Control Program during the previous year, including miles of pipe cleaned as part of the
26 routine and hot spot cleaning programs, and miles of pipe treated by each method for controlling
27 roots. The City of Oakland shall include a description of the success of the Sewer Cleaning and
28 Root Control Program at preventing blockages and SSOs as well as any changes to be made to

1 the Program to further reduce SSOs. If EPA determines that the Sewer Cleaning and Root
2 Control Plan meets or exceeds the requirements of subparagraph 60.B.2, the reporting required
3 under this subparagraph may be incorporated into the section of the Annual Report pertaining to
4 implementation of the AMIP provided for in subparagraph 60.C.

5 68. Sewer Pipe and Maintenance Hole Inspection

6 A. By July 15, 2011, the City of Oakland shall submit a Sewer Pipe and
7 Maintenance Hole Inspection Plan to EPA for review and approval pursuant to Section XIV for
8 periodic inspection and assessment of the condition of gravity sewers and maintenance holes
9 throughout the City's Collection System. The Plan shall be sufficient to evaluate the condition of
10 pipes and maintenance holes following blockage related SSOs, identify pipes and maintenance
11 holes in need of emergency repair, and shall contain a schedule which initiates the inspection of
12 the high priority Collection System locations at a rate of no less than 10 percent per year. The
13 universe of high priority locations and the rate of inspection shall be based on a rationale, and
14 supported by data. EPA's review of this Plan shall consider whether it meets or exceeds the
15 requirements of subparagraph 60.B.1. If EPA determines that this Plan meets or exceeds the
16 requirements of subparagraph 60.B.1, the Plan shall be deemed to satisfy the requirements of
17 subparagraph 60.B.1. To the extent practical, EPA's review of this Plan will take into
18 consideration any EPA comments provided pursuant to subparagraph 60.A. with regard to these
19 criteria so that the City has the opportunity to tailor this Plan to the pertinent provisions required
20 to be included in the AMIP.

21 B. Beginning in 2012, as part of the Annual Report provided for in Section
22 XIII, the City of Oakland shall submit information to EPA summarizing inspection methods and
23 findings of the sewer pipe and maintenance hole condition assessment conducted during the
24 previous year and the estimated miles of sewer pipe and number of maintenance holes to be
25 inspected during the current year, along with a description of how the findings are being used to
26 prioritize rehabilitation projects. If EPA determines that the Sewer Pipe and Maintenance Hole
27 Inspection Program meets or exceeds the requirements of subparagraph 60.B.1, the reporting
28

1 required under this subparagraph may be incorporated into the section of the Annual Report
2 pertaining to implementation of the AMIP provided for in subparagraph 60.C.

3 69. Sewer Repair, Rehabilitation and Replacement Beginning in 2011, as part of the
4 Annual Report provided for in Section XIII, the City of Oakland shall submit information to
5 EPA documenting sewer repair, rehabilitation, and/or replacement activities completed in the
6 previous year; describing projects to be completed in the coming year; and discussing the
7 reductions in flows and/or SSOs that have been achieved. Beginning in 2013, the reporting
8 required under this Paragraph may be incorporated into the section of the Annual Report
9 pertaining to implementation of the Asset Management Plan provided for in subparagraph 60.C.

10 70. Annual SSO Reports. Beginning in 2011, as part of the Annual Report submitted
11 pursuant to Section XIII, the City of Oakland shall submit a copy to EPA of the Annual Report
12 of Sanitary Sewer Overflows required by the Regional Water Board (“Annual Overflow
13 Report”). To the extent that the information is not included in the Annual Overflow Report, the
14 City shall provide a listing of the number and location of any repeat SSOs, a list of SSOs in any
15 areas in which the sewer pipes have been rehabilitated, and a description of measures that will be
16 taken to help prevent these SSOs in the future.

17 XI. WORK – CITY OF PIEDMONT

18 71. Maintain Current Program. The City of Piedmont shall implement the programs
19 for controlling SSOs and reducing I&I set forth in its SSMP.

20 72. Implement Improvements. The City of Piedmont shall implement any
21 improvements to its current programs needed to meet the requirements set out below in this
22 Section. To the extent that an existing program satisfies the requirements of this Section, the
23 City of Piedmont may submit a description of its program for review and approval by EPA
24 pursuant to Section XIV.

25 73. Asset Management Program

26 A. The City of Piedmont shall participate and cooperate with EBMUD in the
27 development of the EBMUD Template in accordance with the provisions of Section V.D.,
28 Paragraph 39 of the EBMUD SO. The City of Piedmont and Baykeeper reserve the right to

1 comment on the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA
2 and the Regional Water Board, before the end of the ninety-day comment period set forth in the
3 EBMUD SO. Upon completion of the EBMUD Template, following review of it and any other
4 Alternative Template(s), EPA may provide comments for use as guidance by the City as the
5 basis for the Asset Management Implementation Plan ("AMIP").

6 B. By July 15, 2012, the City shall submit to EPA for review and approval
7 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to
8 subparagraph A above. The City may tailor the EPA comments, and may omit portions of the
9 EPA comments that do not apply to the City. The AMIP shall be updated as necessary to
10 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
11 repair, renovation and replacement projects continue to be adequately identified and planned
12 beyond the initial time frames specified in subparagraph 72.B.3. At a minimum, the AMIP shall
13 include a description of the City of Piedmont's programs for:

14 1. **Routine inspection of the Collection System** according to a
15 specified schedule, and that includes the following:

16 a) Inspection methods to be used, including direct visual
17 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
18 a combination;

19 b) An inspection schedule, and protocol for determining the
20 regular time interval on which repeat inspections will be performed; and

21 c) A system for timely evaluation of inspection findings and
22 documentation of the assessed condition.

23 2. **Collection system maintenance protocols, including:**

24 a) A schedule for routine cleaning of the City of Piedmont's
25 Collection System using standardized responses developed by the City to typical local problems
26 that cause blockages such as debris, grease and roots. The City shall develop its routine cleaning
27 schedule after evaluating the cleaning needs of the Collection System;

28 b) A list of locations where pipe blockages and SSOs have

1 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
2 hot spot cleaning schedule based on changing conditions;

3 c) Preventive measures to address blockage of sewer pipes by
4 roots, including a description of root control methods; locations where root control methods may
5 be used within the Collection System; and a schedule for application of root control methods;
6 and

7 d) A plan for staffing the sewer system cleaning and root
8 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
9 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
10 control duties conducted under this program will be carried out by private contractor(s), the City
11 of Piedmont shall retain on file and make available for inspection for a period of three years after
12 the completion of work a description of each contractor and a copy of each contract, or a
13 description of the procurement process.

14 e) A Quality Assurance and Quality Control Program
15 (“QA/QC Program”) to ensure proper sewer cleaning. The QA/QC Program shall include a plan
16 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be
17 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
18 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
19 decreasing the frequency of inspection.

20 **3. Condition based repair and replacement of sewer pipe plan.**

21 This plan shall include elimination of known improper flow connections, according to a schedule
22 informed by the inspection results, and address both short-term (repairs of Acute Defects to
23 occur within one year of completion of inspection and assessment) and long term repair,
24 rehabilitation and replacement of sewer pipes. The plan shall include the following:

25 a) A schedule and 10 year financial plan for repair,
26 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
27 presently planned as priorities for rehabilitation or replacement over the next three years, with
28 the understanding that the identified priorities are likely to be further developed and revised

1 through the inspection and assessment process, and as a result of changed conditions. The City
 2 shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 3 standardized responses developed by the City to observed defects, taking into account available
 4 peak flow rate data;

5 b) Measures to control the inflow and infiltration as needed to
 6 reduce flows in the Collection System and reduce the frequency of SSOs; and

7 c) The budget allocated for emergency repair and replacement
 8 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 9 during the previous year, and the cost thereof.

10 C. Beginning in 2013, as part of its Annual Report provided for in Section
 11 XIII, the City of Piedmont shall submit information to EPA summarizing the City's progress in
 12 implementing each element of the AMIP, and must include any proposed revisions to the
 13 maintenance and construction schedules along with any accompanying changes to the financial
 14 plan. If any Acute Defect has not been addressed within one year of the inspection and
 15 assessment identifying it, the City shall explain what new information or changed circumstances
 16 warrant not addressing the Acute Defect.

17 74. Private Sewer Lateral Inspection and Repair or Replacement Program

18 A. Consistent with the requirements at Section V.C., Paragraph 29 of the
 19 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the "Regional
 20 Ordinance") setting standards for the performance of sewer pipes that extend from privately-
 21 owned structures to the Satellites' Collection Systems ("private sewer laterals"). The Regional
 22 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
 23 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
 24 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
 25 construction or significant modification of such structure at a cost in excess of \$100,000, and
 26 prior to obtaining approval from EBMUD for a change in the size of the owner's water service.
 27 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
 28 property of the owner of the privately-owned structure (the "upper lateral"). Portions of the

1 private sewer lateral connecting the upper lateral to the sewer main on public property, including
2 public streets, (the “lower lateral”) are not addressed by the Regional Ordinance. The City of
3 Piedmont has the option of submitting an application to EBMUD for a determination that the
4 City has a private sewer lateral ordinance that is no less stringent than the Regional Ordinance
5 (“No Less Stringent Application”), but has elected to be covered under the EBMUD Regional
6 Ordinance.

7 B. On **October 15, 2010**, the City of Piedmont submitted the following to
8 EPA for review and comment (these documents do not require EPA approval):

9 1. A description of how the City of Piedmont will cooperate with
10 EBMUD in the implementation of its private sewer lateral program within its service area,
11 including a description of the responsibilities that will be assigned to each City agency or
12 department involved in the implementation of this program;

13 2. A statement that the City will include, as part of the application
14 process for permits and approvals described in subparagraph 74.A, a requirement that the
15 applicant submit a valid EBMUD Compliance Certificate; and

16 3. A copy of an agreement, if any, between the City and EBMUD
17 regarding cooperation in the implementation of the private sewer lateral program, which may
18 include a description of the City building permit process that requires permittees to submit
19 compliance certificates prior to the City inspector’s completion of the final inspection.

20 C. The City of Piedmont shall provide to EBMUD the information required
21 by and at the frequency determined necessary by EPA for implementation of the Regional
22 Ordinance program. If the City implements a building permit process that requires permittees to
23 submit compliance certificates before being issued certificates of occupancy, the City, to satisfy
24 the requirements of this subparagraph, shall annually document, in spreadsheet format, the
25 building permits issued, the certificates of occupancy issued, and whether a compliance
26 certificate was submitted prior to issuance of the certificate of occupancy.

27 D. Lower Laterals

28

1 1. The City of Piedmont shall continue its existing practice of, when
2 replacing sewer mains, evaluating the condition of lower laterals connected to those sewer mains
3 and replacing or requiring replacement of defective lower laterals. The City of Piedmont may
4 issue a Compliance Certificate to the owner of any private sewer lateral whose lower lateral is
5 replaced pursuant to this practice covering the replaced portion of the private sewer lateral.

6 2. By February 25, 2011, the City of Piedmont shall enact an
7 ordinance which requires that each owner of a private sewer lateral show proof that the lower
8 lateral meets the performance standards by obtaining (or already holding) a valid Compliance
9 Certificate upon transfer of title of the structure, prior to obtaining a permit or other approval
10 authorizing construction or significant modification of such structure at a cost in excess of
11 \$100,000, and prior to obtaining approval from EBMUD for a change in the size of the owner's
12 water service. This ordinance shall be designed to extend the application of the Regional
13 Ordinance to lower laterals and Compliance Certificates for lower laterals shall have the same
14 duration as Compliance Certificates provided for in the Regional Ordinance.

15 75. Sub-Basin Flow Monitoring/I&I Assessment Plan

16 A. The City of Piedmont shall cooperate with EBMUD in the development of
17 the Regional Flow Monitoring/Data Assessment Program described in Section V.A. of the
18 EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of the
19 EBMUD SO.

20 B. On **August 31, 2010**, the City of Piedmont submitted, and EPA has
21 reviewed and approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The City shall take
22 the actions required by the Plan, in accordance with the schedules and requirements of the Plan
23 as approved.

24 C. By December 1, 2012, the City of Piedmont shall submit a report to EPA
25 for review and approval pursuant to Section XIV on the activities undertaken pursuant to the
26 Sub-Basin Flow Monitoring/I&I Assessment Plan to provide the following:

27 1. Classification of Sub-Basins as high, medium, or low priority with
28 regard to the relative quantities of significant infiltration to the Collection System;

1 2. Classification of Sub-Basins as high, medium, or low priority with
2 regard to the relative quantities of significant inflow to the Collection System;

3 3. Identification of any bottlenecks in the Collection System which
4 lack sufficient capacity to convey sewage flows through the Collection System and to the
5 EBMUD interceptor during wet weather; and

6 4. A plan for using these results to identify and target high priority
7 areas for repair and rehabilitation work.

8 76. Inflow Identification and Reduction

9 A. On **August 31, 2010**, the City of Piedmont submitted, and EPA has
10 reviewed and approved, an Inflow Identification and Reduction Plan that describes how the City
11 will implement a program to identify and reduce sources of direct storm water inflow, including
12 roof leaders and drains directly connected to the Collection System, leaking manhole covers, and
13 cross connections with storm drains. The City shall take the actions required by the Plan, in
14 accordance with the schedules and requirements of the Plan as approved.

15 B. Beginning in 2012, as part of the Annual Report provided for in Section
16 XIII, the City of Piedmont shall submit the following information as it becomes available on
17 implementation of the Inflow Identification and Reduction Program:

18 1. Locations and results of inflow testing done the previous year
19 including the total number of illicit connections discovered;

20 2. Description of follow-up actions that were conducted including the
21 number of illicit connections which were disconnected;

22 3. Description of enforcement actions taken against any property
23 owner which did not comply with disconnection requirements;

24 4. Description of methods used to seal manhole covers in Collection
25 System areas prone to flooding, and list of locations at which this work was done; and

26 5. A schedule for locations to be tested in the next year.

27 77. Computerized Maintenance Management System (MMS)

28

1 A. On **August 31, 2010**, the City of Piedmont submitted, and EPA has
2 reviewed and approved, a Plan for improving its computerized sewer maintenance management
3 system so that it is capable of scheduling work assignments and tracking completion of sewer
4 cleaning, maintenance, repairs, and SSOs (“MMS Plan”). The City shall take the actions
5 required by the Plan, in accordance with the schedules and requirements of the Plan as approved.

6 B. By October 15, 2011, the City of Piedmont shall certify to EPA that the
7 City’s MMS is being fully implemented and has been linked to a Geographic Information
8 System (GIS) map of the Collection Systems, which is linked to an inventory of sewer Collection
9 System assets that includes the information on asset age, material, dimensions, and capacities,
10 along with information on inspection history, condition ratings and sewers repaired,
11 rehabilitated, or replaced.

12 78. Sewer Repair, Rehabilitation and Replacement Beginning in 2011, as part of the
13 Annual Report provided for in Section XIII, the City of Piedmont shall submit information to
14 EPA documenting sewer repair, rehabilitation, or replacement activities completed in the
15 previous year; describing projects to be completed in the next year; and discussing the reductions
16 in flows and/or SSOs that have been achieved. Beginning in 2013, the reporting required under
17 this Paragraph may be incorporated into the section of the Annual Report pertaining to
18 implementation of the Asset Management Plan provided for in subparagraph 69.C.

19 79. Annual Overflow Reports. Beginning in 2010, as part of the Annual Report
20 provided for in Section XIII, the City of Piedmont shall submit a copy to EPA of the Annual
21 Report of Sanitary Sewer Overflows (“Annual Overflow Report”) required by the Regional
22 Water Board. To the extent that the information is not included in the Annual Overflow Report,
23 the City of Piedmont shall provide a listing of the number and location(s) of repeat SSOs, a list
24 of any SSOs in areas in which the sewer pipes have been rehabilitated, and a description of
25 measures that will be taken to help prevent these SSOs in the future. The City shall also review
26 the Annual Spill Report to determine whether the utilization of a vactor truck could have helped
27 to mitigate the impact of the SSOs and include a summary of the review and provide a summary
28 of the evaluation results.

XII. WORK – STEGE SANITARY DISTRICT

1
2 80. Maintain Current Program. The Stege Sanitary District shall implement the
3 programs for controlling SSOs and reducing I&I set forth in its SSMP.

4 81. Implement Improvements. The Stege Sanitary District shall implement any
5 improvements to its current programs needed to meet the requirements set out below in this
6 Section. To the extent that an existing program satisfies the requirements of this Section, the
7 Stege Sanitary District may submit a description of its program for review and approval by EPA
8 pursuant to Section XIV.

9 82. Asset Management Program

10 A. The Stege Sanitary District shall participate and cooperate with EBMUD
11 in the development of the EBMUD Template in accordance with the provisions of Section V.D.,
12 Paragraph 39 of the EBMUD SO. The District and Baykeeper reserve the right to comment on
13 the EBMUD Template, and/or to submit an Alternative Template to EBMUD, EPA and the
14 Regional Water Board, before the end of the ninety-day comment period set forth in the EBMUD
15 SO. Upon completion of the EBMUD Template, following review of it and any other
16 Alternative Template(s), EPA may provide comments for use as guidance by the District as the
17 basis for the Asset Management Implementation Plan (“AMIP”).

18 B. By July 15, 2012, the District shall submit to EPA for review and approval
19 pursuant to Section XIV an AMIP that uses the EPA comments provided pursuant to
20 subparagraph A above. The District may tailor the EPA comments, and may omit portions of the
21 EPA comments that do not apply to the District. The AMIP shall be updated as necessary to
22 incorporate any revisions to the initial inspection and maintenance schedules, and to ensure that
23 repair, renovation and replacement projects continue to be adequately identified and planned
24 beyond the initial time frames specified in subparagraph 81.B.3. At a minimum, the AMIP shall
25 include a description of the District’s programs for:

26 1. **Routine inspection of the Collection System** according to a
27 specified schedule, and that includes the following:

28 a) Inspection methods to be used, including direct visual

1 inspection and CCTV inspection, and whether CCTV equipment is owned, purchased, leased, or
2 a combination;

3 b) An inspection schedule, and protocol for determining the
4 regular time interval on which repeat inspections will be performed; and

5 c) A system for timely evaluation of inspection findings and
6 documentation of the assessed condition.

7 2. **Collection system maintenance protocols, including:**

8 a) A schedule for routine cleaning of the Stege Sanitary
9 District's Collection System using standardized responses developed by the District to typical
10 local problems that cause blockages such as debris, grease and roots. The District shall develop
11 its routine cleaning schedule after evaluating the cleaning needs of the Collection System;

12 b) A list of locations where pipe blockages and SSOs have
13 frequently occurred (hot spots), a hot spot cleaning schedule, and procedures for adjusting the
14 hot spot cleaning schedule based on changing conditions;

15 c) Preventive measures to address blockage of sewer pipes by
16 roots, including a description of root control methods; locations where root control methods may
17 be used within the Collection System; and a schedule for application of root control methods;
18 and

19 d) A plan for staffing the sewer system cleaning and root
20 control programs, indicating whether staffing duties will be carried out by agency staff, by staff
21 from other agencies, or by private contractor(s). To the extent that any sewer cleaning or root
22 control duties conducted under this program will be carried out by private contractor(s), the
23 Stege Sanitary District shall retain on file and make available for inspection for a period of three
24 years after the completion of work a description of each contractor and a copy of each contract,
25 or a description of the procurement process.

26 e) A Quality Assurance and Quality Control Program
27 ("QA/QC Program") to ensure proper sewer cleaning. The QA/QC Program shall include a plan
28 for inspecting the cleaning quality, which specifies a minimum percentage of cleaned pipe to be

1 inspected at regular intervals and a schedule for inspections, the procedures for conducting the
 2 inspections, the time interval for any necessary re-cleaning, and criteria for increasing and
 3 decreasing the frequency of inspection.

4 **3. Condition based repair and replacement of sewer pipe plan.**

5 This plan shall include elimination of known improper flow connections, according to a schedule
 6 informed by the inspection results, and address both short-term (repairs of Acute Defects to
 7 occur within one year of completion of inspection and assessment) and long term repair,
 8 rehabilitation and replacement of sewer pipes. The plan shall include the following:

9 a) A schedule and 10 year financial plan for repair,
 10 rehabilitation, and replacement of sewer pipes. This schedule shall identify pipe reaches
 11 presently planned as priorities for rehabilitation or replacement over the next three years, with
 12 the understanding that the identified priorities are likely to be further developed and revised
 13 through the inspection and assessment process, and as a result of changed conditions. The
 14 District shall develop its schedule for repair, rehabilitation and replacement of sewer pipes using
 15 standardized responses developed by the District to observed defects, taking into account
 16 available peak flow rate data;

17 b) Measures to control the inflow and infiltration as needed to
 18 reduce flows in the Collection System, and to reduce the frequency of SSOs; and

19 c) The budget allocated for emergency repair and replacement
 20 of sewer pipe, the length of sewer pipe which underwent emergency repair and replacement
 21 during the previous year, and the cost thereof.

22 C. Beginning in 2013, as part of its Annual Report provided for in Section
 23 XIII , the Stege Sanitary District shall submit information to EPA summarizing the District's
 24 progress in implementing each element of the AMIP, and must include any proposed revisions to
 25 the maintenance and construction schedules along with any accompanying changes to the
 26 financial plan. If any Acute Defect has not been addressed within one year of the inspection and
 27 assessment identifying it, the District shall explain what new information or changed
 28 circumstances warrant not addressing the Acute Defect.

1 83. Private Sewer Lateral Inspection and Repair or Replacement Program

2 A. Consistent with the requirements at Section V.C., Paragraph 29 of the
3 EBMUD SO, EBMUD adopted a Regional Private Sewer Lateral Ordinance (the “Regional
4 Ordinance”) setting standards for the performance of sewer pipes that extend from privately-
5 owned structures to the Satellites’ Collection Systems (“private sewer laterals”). The Regional
6 Ordinance requires that each owner of a private sewer lateral show proof that the lateral meets
7 the performance standards by obtaining (or already holding) a valid Compliance Certificate upon
8 transfer of title of the structure, prior to obtaining a permit or other approval authorizing
9 construction or significant modification of such structure at a cost in excess of \$100,000, and
10 prior to obtaining approval from EBMUD for a change in the size of the owner’s water service.
11 The Regional Ordinance applies only to the portion of private sewer laterals that are on the
12 property of the owner of the privately-owned structure (the “upper lateral”). Portions of the
13 private sewer lateral connecting the upper lateral to the sewer main on public property, including
14 public streets, (the “lower lateral”) are not addressed by the Regional Ordinance. The District
15 has the option of submitting an application to EBMUD for a determination that the District has a
16 private sewer lateral ordinance that is no less stringent than the Regional Ordinance (“No Less
17 Stringent Application”), but has elected to be covered by the EBMUD Regional Ordinance.

18 B. On **October 15, 2010**, the Stege Sanitary District submitted the following
19 to EPA for review and comment (these documents do not require EPA approval):

20 1. Procedures for cooperating with EBMUD in the implementation of
21 its private sewer lateral program within the District’s service area, including a description of the
22 responsibilities that will be assigned to each District department involved in the implementation
23 of this program;

24 2. A statement that the District will coordinate with the entities who
25 are responsible for issuing the permits and approvals described above in subparagraph 83.A to
26 the District’s customers to insure that such permits and approvals are issued only upon
27 presentation by the District’s customers of a valid EBMUD Compliance Certificate; and
28

1 3. A copy of an agreement, if any, between the District and EBMUD
2 regarding cooperation in the implementation of the private sewer lateral program, which may
3 include a description of the building permit processes that require the District's customers to
4 submit compliance certificates prior to the City inspector's completion of the final inspection.

5 C. The District shall provide to EBMUD the information required by and at
6 the frequency determined necessary by EPA for implementation of the Regional Ordinance
7 program.

8 D. Lower Laterals. The District's Ordinances provide that the property
9 owner is the owner of the lower lateral and has full responsibility for its maintenance. By June
10 20, 2011, the District shall enact an ordinance which extends EBMUD's Regional Ordinance to
11 apply to lower sewer laterals. Unless the property owner already has a valid Compliance
12 Certificate, the property owner shall be required to obtain a Compliance Certificate from
13 EBMUD (a) prior to transferring title to the residential, commercial, or industrial structure, (b)
14 prior to obtaining any permit or other approval needed for the construction or significant
15 modification of such structure at a cost in excess of \$100,000, or (c) prior to obtaining approval
16 from EBMUD for an increase or decrease in size of the owner's water service. It is anticipated
17 that, in January 2012 (after a District ordinance is passed as described above), EBMUD will
18 extend the administration of the Regional Ordinance to lower laterals in the same way as upper
19 laterals, under its Stipulated Order with the United States, and that EBMUD's Compliance
20 Certificates shall cover lower laterals as well as upper laterals.

21 84. Sub-Basin Flow Monitoring/I&I Assessment Plan

22 A. The Stege Sanitary District shall cooperate with EBMUD in the
23 development of the Regional Flow Monitoring/Data Assessment Program described in Section
24 V.A. of the EBMUD SO, and the Flow Modeling and Limits Report described in Section V.B. of
25 the EBMUD SO.

26 B. On **July 15, 2010**, the Stege Sanitary District submitted, and EPA has
27 reviewed and approved, a Sub-Basin Flow Monitoring/I&I Assessment Plan. The District shall
28

1 take the actions required by the Plan, in accordance with the schedules and requirements of the
2 Plan as approved.

3 C. By December 1, 2012, the Stege Sanitary District shall submit a report to
4 EPA for review and approval pursuant to Section XIV on the activities undertaken pursuant to
5 the Sub-Basin Flow Monitoring/I&I Assessment Plan to provide the following:

6 1. Classification of Sub-Basins as high, medium, or low priority with
7 regard to the relative quantities of significant infiltration to the Collection System;

8 2. Classification of Sub-Basins as high, medium, or low priority with
9 regard to the relative quantities of significant inflow to the Collection System;

10 3. Identification of any bottlenecks in the Collection System which
11 lack sufficient capacity to convey sewage flows through the Collection System and to the
12 EBMUD interceptor during wet weather; and

13 4. A plan for using these results to identify and target high priority
14 areas for repair and rehabilitation work.

15 85. Inflow Identification and Reduction

16 A. On **July 15, 2010**, the Stege Sanitary District submitted, and EPA has
17 reviewed and approved, an Inflow Identification and Reduction Plan that describes how the
18 Stege Sanitary District will implement a program to identify and reduce sources of direct storm
19 water inflow, including roof leaders and drains directly connected to the Collection System,
20 leaking manhole covers, and cross connections with storm drains. The District shall take the
21 actions required by the Plan, in accordance with the schedules and requirements of the Plan as
22 approved.

23 B. Beginning in 2012, as part of the Annual Report provided for in Section
24 XIII, the Stege Sanitary District shall submit the following information as it becomes available
25 on implementation of the Inflow Identification and Reduction Program:

26 1. Locations and results of inflow testing done the previous year
27 including the total number of illicit connections discovered;

28

1 2. Description of follow-up actions that were conducted, including
2 the number of illicit connections which were disconnected;

3 3. Description of enforcement actions taken against any property
4 owner who did not comply with disconnection requirements;

5 4. Description of methods used to seal manhole covers in Collection
6 System areas prone to flooding, and list of locations at which this work was done; and

7 5. A schedule for locations to be tested in the next year.

8 86. Documentation of SSO Response Procedures

9 A. On **April 15, 2010**, Stege Sanitary District submitted, and EPA has
10 reviewed and approved, written procedures for the following:

11 1. Procedures to notify those who respond to SSOs during normal
12 business hours and after business hours. The responders shall have a response goal of 60
13 minutes.

14 2. Procedures to estimate SSO volume that include more than one
15 estimation method to be used for different SSO scenarios.

16 3. Procedures to determine the SSO start time. The start time shall be
17 no later than the time at which the initial report of the SSO is made.

18 These procedures are enforceable under this Stipulated Order as if set forth herein.

19 B. Stege Sanitary District shall ensure that agency staff and responders are
20 adequately trained to perform the SSO response procedures, and shall maintain records of
21 training. The District shall retain appropriate records and evaluate on an annual basis agency
22 staff's and responders' adherence to the Plan as approved, and report findings of its evaluation in
23 the Annual Report required in Section XIII.

24 87. Annual SSO Reports. Beginning in 2011, as part of the Annual Report provided
25 for in Section XIII, the Stege Sanitary District shall submit a copy to EPA of the Annual Report
26 of Sanitary Sewer Overflows (“Annual Overflow Report”) required by the Regional Water
27 Board. To the extent that the information is not included in the Annual Overflow Report, the
28 Stege Sanitary District shall provide a listing of the number and location(s) of repeat SSOs, a list

1 of any SSOs in areas in which the sewer pipes have been rehabilitated, and a description of
2 measures that will be taken to help prevent these SSOs in the future.

3 XIII. ANNUAL REPORTING REQUIREMENTS

4 88. Timing. By March 31 of each year between the Effective Date and the
5 Termination Date, each Defendant shall submit to Plaintiffs, with a copy to Intervenor, an annual
6 progress report ("Annual Report").

7 89. Contents. Each Defendant's Annual Report shall include a summary discussion
8 of each of the following for the period from January 1 to December 31 of the prior year:

9 (a) Information required to be reported in the Annual Report by the
10 Defendant, as applicable, as set forth in Sections VI through XII, as set forth below:

11 i) For each Defendant, beginning in 2011: Copy of Annual Report of
12 Sanitary Sewer Overflows, annotated as necessary.

13 ii) For the City of Oakland, beginning in 2011: Sewer Repair,
14 Rehabilitation, and Replacement Program.

15 iii) For the City of Alameda, beginning in 2012: Sewer Cleaning and
16 Root Control Program.

17 iv) For the Cities of Albany and Berkeley, beginning in 2011: Sewer
18 Cleaning and Inspection Program.

19 v) For the City of Emeryville, beginning in 2011: Sewer Pipe and
20 Maintenance Hole Inspection Program.

21 vi) For the Cities of Berkeley and Piedmont, beginning in 2011: Sewer
22 Pipe Repair, and Rehabilitation Program.

23 vii) For each Defendant, beginning in 2012: Inflow Identification and
24 Reduction Program.

25 viii) For Defendants who implement their own Private Sewer Lateral
26 Ordinance, beginning in 2012: Private Sewer Lateral Repair and Replacement Program.

27 ix) For the City of Oakland, beginning in 2012: Sewer Cleaning and
28 Root Control Program.

1 x) For the City of Oakland, beginning in 2012: Sewer Pipe and
2 Maintenance Hole Inspection Program.

3 xi) For each Defendant, beginning in 2013: Asset Management
4 Implementation Program.

5 xii) For the Cities of Alameda and Oakland, beginning in 2013: Pump
6 Station Improvement Program Progress Report.

7 (b) A list of all Deliverables submitted to Plaintiffs during the reporting
8 period, and actions taken on those Deliverables,

9 (c) A description of any known noncompliance with this Stipulated Order
10 during the reporting period; and

11 (d) Any recommended or required changes to the work required of the
12 Defendant by the applicable provisions of Sections VI - XII, including any proposed material
13 modifications to any Deliverable, for the following year.

14 If the Annual Report documents that any of the obligations subject to stipulated penalties
15 may not have been complied with, and the Defendant submitting the Annual Report takes the
16 position that potentially applicable stipulated penalties should not be assessed or, pursuant to
17 Paragraph 99, should be reduced or waived, the Defendant may include in the Annual Report an
18 explanation as to why Plaintiffs should forego collecting such penalties; provided however that
19 not including such information does not prejudice the Defendant from providing such or
20 additional information to Plaintiffs or the Court in Dispute Resolution under Section XVII.

21 90. Each Annual Report shall be signed by an official of the Defendant and include
22 the following certification:

23 I certify under penalty of law that this document and its attachments were prepared either
24 by me personally or under my direction or supervision in a manner designed to ensure
25 that qualified and knowledgeable personnel properly gathered and presented the
26 information contained therein. I further certify, based on my personal knowledge or on
27 my inquiry of those individuals immediately responsible for obtaining the information,
28 that to the best of my knowledge and belief the information is true, accurate and
complete. I am aware that there are significant penalties for submitting false information,
including the possibility of fines and imprisonment for knowing and willful submission
of a materially false statement.

1 91. The reporting requirements of this Stipulated Order do not relieve any Defendant
2 of any reporting obligations required by the CWA or the California Water Code or their
3 implementing regulations, or by any other federal, State, or local law, regulation, permit, or other
4 requirement.

5 XIV. REVIEW AND APPROVAL OF DELIVERABLES

6 92. Within 90 days of submission to EPA of any Deliverable, EPA, following
7 consultation with the Regional Water Board, shall, in writing: (a) approve the Deliverable, (b)
8 approve the Deliverable with conditions, (c) approve part of the Deliverable and disapprove the
9 remainder, or (d) disapprove the Deliverable. If EPA does not do one of these four things within
10 the 90-day period, a Defendant shall have the right to invoke the procedures set forth in Section
11 XVII (Dispute Resolution). EPA shall use its best efforts to timely respond to any Deliverable as
12 provided for by this Paragraph and promptly communicate with an affected Defendant at such
13 time as it becomes aware of any constraint on timely response to a Deliverable. Consistent with
14 the requirements of Section XXI (Notices), when a Defendant submits a Deliverable to EPA for
15 review and approval, the Defendant shall concurrently provide the Regional Water Board and
16 Baykeeper with a copy of the Deliverable. Baykeeper shall have no more than 21 days from
17 receipt of any Deliverable to provide written comments on the Deliverable to EPA and the
18 Regional Water Board. If Baykeeper provides timely comments on a Deliverable, EPA will
19 consult with Baykeeper before making a decision as to whether and/or how to approve the
20 Deliverable. If Baykeeper does not intend to comment on a Deliverable, it will provide notice to
21 EPA and the Regional Water Board as soon as practicable after receipt of the Deliverable.

22 93. If a Deliverable is approved pursuant to this Section, the Defendant shall take all
23 actions required by the Deliverable, in accordance with the schedules and requirements of the
24 Deliverable as approved. If the Deliverable is conditionally approved or approved only in part,
25 the Defendant shall, upon written direction of EPA, following EPA's consultation with the
26 Regional Water Board, take all actions required by the approved Deliverable that EPA
27 determines are technically severable from any disapproved portions, subject to the Defendant's
28

1 right to dispute only the specified conditions or the disapproved portions, under Section XVII
 2 (Dispute Resolution).

3 94. If the Deliverable is disapproved in whole or in part pursuant to this Section, the
 4 Defendant shall, within 60 days or such other time as the Parties agree to in writing, correct all
 5 deficiencies and resubmit the Deliverable, or disapproved portion thereof, for approval in
 6 accordance with the preceding Paragraphs. Alternatively, the Defendant may invoke the Dispute
 7 Resolution Section of this Stipulated Order.

8 95. If a resubmitted Deliverable, or portion thereof, is disapproved in whole or in part,
 9 EPA, following consultation with the Regional Water Board, may again require the Defendant to
 10 correct any deficiencies in accordance with the preceding Paragraphs, subject to the Defendant's
 11 right to invoke Dispute Resolution.

12 XV. STIPULATED PENALTIES

13 96. Each Defendant shall be liable for stipulated penalties to Plaintiffs for the
 14 following violations of this Stipulated Order as specified below:

15 97. Delays in Submission of Deliverables and Annual Reports. Each Defendant shall
 16 be subject to the following stipulated penalties for each failure to timely submit to Plaintiffs a
 17 Deliverable or Annual Report under this Stipulated Order:

<u>Period of Noncompliance</u>	<u>Penalty Per Day for Failure to Timely Submit</u>
19 Days 1-15	\$100
20 Days 16-30	\$300
21 Days 31-60	\$500
22 Days over 61	\$2,000

23
 24 98. Private Sewer Lateral Inspection and Repair or Replacement Program.

25 A. Each Defendant shall be subject to the following stipulated penalties for
 26 failure to timely submit either a No Less Stringent Application or a description of the
 27 Defendant's cooperation with EBMUD in implementing its private sewer lateral program
 28 consistent with the requirements of Section V.C., Paragraphs 29-30 of the EBMUD SO:

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<u>Period of Noncompliance</u>	<u>Penalty Per Day for Failure to Timely Submit</u>
Days 1-30	\$500
Days 31-60	\$1,000
Days over 61	\$1,500

B. Each Defendant shall be subject to the following stipulated penalties for failing to timely complete installation of flow meters required by its approved flow monitoring/I&I assessment plan:

<u>Period of Noncompliance</u>	<u>Penalty Per Day for Failure to Timely Install</u>
Days 1-30	\$1,000
Days 31-60	\$1,500
Days over 61	\$2,000

C. Each Defendant shall be subject to the following stipulated penalties for failing to test the number of miles of sewers and laterals scheduled for routine inflow testing as set forth in the Defendant's approved Inflow Identification and Reduction Program in any year:

<u>Number of Miles Not Tested</u>	<u>Penalty Per Mile Not Tested</u>
Miles 1-5	\$500
Miles over 5	\$1,500

D. Each Defendant with an approved "No Less Stringent" application to administer its private lateral program shall be subject to the following stipulated penalties for failing to take action to require property owners to obtain a Compliance Certificate upon transfer of title of the structure, or prior to construction or significant modification of such structure as required by its approved program:

<u>Certificates Not Obtained and No Compliance Action</u>	<u>Penalty Per Certificate Each Year</u>
25 – 50 Certificates	\$100

1 Over 50 Certificates \$200

2 E. Each Defendant (other than Stege Sanitary District) without an approved
3 "No Less Stringent" application to administer its private lateral program shall be subject to the
4 following stipulated penalties for failing to provide notice to EBMUD of property owners
5 required to obtain a Compliance Certificate prior to construction or significant modification of
6 such structure, unless the Defendant has in place a city building permitting process that requires
7 a Compliance Certificate prior to receiving a final permit, and has provided EPA with a
8 description of such process:

9 <u>Notices Not Provided</u>	<u>Penalty Per Notice Each Year</u>
10 25-50 Notices	\$100 per notice over 24
11 Over 50 Notices	\$200 per notice over 50

12
13 F. If a Defendant without an approved "No Less Stringent" application to
14 administer its private lateral program has in place a city building permitting process that requires
15 a Compliance Certificate prior to receiving a final inspection and has provided EPA with a
16 description of such process, such a Defendant shall be subject to the following stipulated
17 penalties for conducting final inspections without first requiring a Compliance Certificate:

18 <u>Final Inspections Conducted</u> 19 <u>Without First Requiring</u> <u>Compliance Certificate</u>	<u>Penalty Per Inspection Each Year</u>
20 25-50 inspections	\$100 per inspection over 24
21 Over 50 inspections	\$200 per inspection over 50

22
23 G. The City of Alameda shall be subject to the following stipulated penalties
24 for failing to timely Complete Renovation of each pump station as required by its Pump Station
25 Renovation Plan:

26 <u>Period of Noncompliance</u>	<u>Penalty Per Day Per Pump Station</u>
27 Days 1-15	\$0

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1	Days 16-90	\$500
2	Days over 90	\$1,500

3

4 H. The City of Oakland shall be subject to the following stipulated penalties
 5 for failing to timely Complete Renovation of each pump station and force main as required by its
 6 approved Pump Station and Force Main Renovation Plan:

	<u>Period of Noncompliance</u>	<u>Penalty Per Day Per Pump Station</u>
7		
8	Days 1-15	\$0
9	Days 16-90	\$500
10	Days over 90	\$1,500

11

12 I. The City of Albany and the City of Berkeley shall be subject to the
 13 following stipulated penalties for each percentage point below 20% of its Collection System it
 14 fails to clean or inspect in any year:

	<u>Percent Below 20%</u>	<u>Penalty Per % Per Year</u>
15		
16	1%-5%	\$1,000
17	5%-10%	\$2,500
18	10%-20%	\$7,500

19

20 J. The City of Alameda shall be subject to the following stipulated penalties
 21 for failing in any year to clean the pipe mileage required by its approved Sewer Cleaning and
 22 Root Control Program:

	<u>Required Mileage Not Cleaned</u>	<u>Penalty Per Mile Not Cleaned</u>
23		
24	5 miles to 50 miles	\$500
25	Over 50 miles	\$2,000

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27

28

1 K. The City of Oakland shall be subject to the following stipulated penalties
2 for failing in any year to clean the pipe mileage required by its approved Sewer Cleaning and
3 Root Control Program:

<u>Required Mileage Not Cleaned</u>	<u>Penalty Per Mile Not Cleaned</u>
5 miles to 50 miles	\$500
Over 50 miles	\$2,000

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8 99. Stipulated penalties under this Section shall begin to accrue on the day after
9 performance is due or on the day a violation subject to stipulated penalties occurs, whichever is
10 applicable, and shall continue to accrue until performance is satisfactorily completed or until the
11 violation ceases. Either Plaintiff may, in the un-reviewable exercise of its discretion, reduce or
12 waive stipulated penalties otherwise due to it under this Stipulated Order. Any Defendant may
13 provide information for consideration as to whether a violation resulted from events outside the
14 control of the Defendant on whom the penalty may be imposed, and the effect of the amount of
15 the penalty on that Defendant's ability to comply with the requirements of this Stipulated Order.

16 100. A Defendant shall pay stipulated penalties to the United States and the Regional
17 Water Board within 30 days of receiving a written demand from either Plaintiff, or both jointly;
18 only one demand shall be made. The Defendant shall pay fifty percent (50%) of the total
19 stipulated penalty amount due to the United States, and fifty percent (50%) to the Regional
20 Water Board, using the penalty payment procedures set forth in the following Paragraph.
21 Plaintiffs may modify these payment procedures through written notice to Defendants. Any
22 demand for payment of a stipulated penalty shall be simultaneously sent to all other parties.

23 101. Defendants shall pay stipulated penalties owing to the United States by FedWire
24 Electronic Funds Transfer ("EFT") to the U.S. Department of Justice, in accordance with written
25 instructions to be provided to Defendants by the Financial Litigation Unit of the U.S. Attorney's
26 Office for the Northern District of California, 450 Golden Gate Avenue, 11th Floor, San
27 Francisco, CA 94102. At the time of payment, Defendants shall send a copy of the EFT
28 authorization form and the EFT transaction record, together with a transmittal letter, which shall

1 state that the payment is for stipulated penalties owed pursuant to the Stipulated Order in *United*
2 *States et al. v. City of Alameda, et al.*, and shall reference the civil action number and DOJ Case
3 No. 90-5-1-1-09361/1, to the United States in accordance with Section XXI of this Stipulated
4 Order (Notices); by email to acctsreceivable.CINWD@epa.gov; and by mail to:

5 EPA Cincinnati Finance Office
6 26 Martin Luther King Drive
7 Cincinnati, OH 45268

8 Defendants shall pay stipulated penalties owing to the Regional Water Board by sending a
9 certified check or warrant payable to "California Regional Water Quality Control Board, San
10 Francisco Bay Region." At the time of payment, Defendant shall state in its transmittal letter
11 that the payment is for stipulated penalties owed pursuant to the Stipulated Order in *United*
12 *States et al. v. City of Alameda, et al.*, and shall address it to:

13 Executive Officer
14 California Regional Water Quality Control Board
15 San Francisco Bay Region
16 1515 Clay Street, Suite 1400
17 Oakland, CA 94612

18 102. If any Defendant fails to pay stipulated penalties according to the terms of this
19 Stipulated Order, that Defendant shall be liable for interest on such penalties, as provided for in
20 28 U.S.C. § 1961, accruing as of the date payment became due, subject to Paragraph 103 below.
21 Nothing in this Paragraph shall be construed to limit the United States or the Regional Water
22 Board from seeking any remedy otherwise provided by law for a Defendant's failure to pay any
23 stipulated penalties.

24 103. Upon receipt of a written demand for payment of a stipulated penalty, a
25 Defendant may dispute its liability for such stipulated penalty pursuant to the Dispute Resolution
26 Section of this Stipulated Order. Pending resolution of any such dispute, stipulated penalties
27 continue to accrue if the obligation at issue has not been met and interest on any unpaid penalties
28 accrues pursuant to the terms of the preceding Paragraph; provided that Defendants may argue to
the Court that stipulated penalties shall not run after the matter has been fully briefed. Upon the
completion of dispute resolution, any stipulated penalties that are ultimately determined to be
due, plus interest as applicable, shall be paid within 30 days of (1) the date a motion must be

1 filed under Paragraph 112 if the Defendant does not initiate Judicial Dispute Resolution pursuant
2 to Paragraph 112, or (2) any Court order directing payment.

3 104. The payment of stipulated penalties shall not alter in any way a Defendant's
4 obligation to complete the performance of all activities required under this Stipulated Order.
5 Payment of stipulated penalties pursuant to this Section shall be in addition to any other rights or
6 remedies that shall be available to Plaintiffs by reason of a Defendant's failure to comply with
7 the requirements of this Stipulated Order, or any other applicable federal, State or local laws,
8 regulations, NPDES permits, and all other applicable permits. Where a violation of this Order is
9 also a violation of the Clean Water Act, or comparable State law, the Defendant shall be allowed
10 a credit for any stipulated penalties paid against any statutory penalties imposed for such
11 violation. The payment of stipulated penalties under this Stipulated Order shall not be deemed
12 an admission of a violation of any law, regulation, or any Defendant's NPDES permit.

13 XVI. FORCE MAJEURE

14 105. A "force majeure event" is any event beyond the control of a Defendant, its
15 contractors, or any entity controlled by a Defendant that delays the performance of any
16 obligation under this Stipulated Order despite the Defendant's best efforts to fulfill the
17 obligation. "Best efforts" includes anticipating reasonably foreseeable force majeure events and
18 taking appropriate preventive actions before a force majeure event occurs. "Best efforts" also
19 includes addressing the effects of any force majeure event (a) as it is occurring and (b) after it
20 has occurred, to prevent or minimize any resulting delay to the extent reasonably practicable.
21 "Force Majeure" does not include a Defendant's financial inability to perform any obligation
22 under this Stipulated Order.

23 106. A Defendant shall provide written notice, as provided in Section XXI of this
24 Stipulated Order (Notices), within 30 days of the time a Defendant first knew of, or by the
25 exercise of due diligence, should have known of, a claimed force majeure event. The notice shall
26 state the anticipated duration of any delay, its cause(s), the Defendant's past and proposed
27 actions to prevent or minimize any delay, a schedule for carrying out those actions, and the
28 Defendant's rationale for attributing any delay to a force majeure event. Failure to provide

1 written notice as required by this Paragraph shall preclude the Defendant from asserting any
2 claim of force majeure.

3 107. If EPA, following consultation with the Regional Water Board, agrees that a force
4 majeure event has occurred, it may agree to extend the time for a Defendant to perform the
5 affected requirements for the time necessary to complete those obligations. An extension of time
6 to perform the obligations affected by a force majeure event shall not, by itself, extend the time
7 to perform any other obligation. Where EPA, following consultation with the Regional Water
8 Board, agrees to an extension of time, the appropriate modification shall be made pursuant to
9 Section XXIV of this Stipulated Order (Modification).

10 108. If EPA, following consultation with the Regional Water Board, does not agree
11 that a force majeure event has occurred, or does not agree to the extension of time sought by a
12 Defendant, EPA's position shall be binding, unless the Defendant invokes Dispute Resolution
13 under Section XVII of this Stipulated Order. In any such dispute, the Defendant bears the
14 burden of proving, by a preponderance of the evidence, that each claimed force majeure event is
15 a force majeure event, that the Defendant gave the notice required hereunder, that the force
16 majeure event caused any delay the Defendant claims was attributable to that event, and that the
17 Defendant exercised best efforts to prevent or minimize any delay caused by the event.

18 XVII. DISPUTE RESOLUTION

19 109. Unless otherwise expressly provided for in this Stipulated Order, all disputes
20 under this Stipulated Order are subject to dispute resolution, and the dispute resolution
21 procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or
22 with respect to this Stipulated Order. However, such procedures shall not apply to actions by the
23 United States and the Regional Water Board to enforce obligations of the Satellites that have not
24 been disputed in accordance with this Section.

25 110. Informal Dispute Resolution. Any dispute subject to dispute resolution under this
26 Stipulated Order shall first be the subject of informal negotiations. The dispute shall be
27 considered to have arisen when a Defendant or Baykeeper sends Plaintiffs a written notice of
28 dispute ("Notice of Dispute"). Such Notice of Dispute shall state clearly the matter in dispute.

1 The period of informal negotiations shall not exceed 20 days from the date the Notice of Dispute
2 was sent, unless that period is modified by written agreement. If the Parties cannot resolve a
3 dispute by informal negotiations, then the position advanced by the United States; or, in the case
4 of a demand for stipulated penalties made solely by the Regional Water Board, the position
5 advanced by the Regional Water Board, shall be considered binding unless, within 30 days after
6 the conclusion of the informal negotiation period, the Defendant or Baykeeper invokes the
7 dispute resolution procedures as set forth in the following Paragraph.

8 111. Formal Dispute Resolution. A Defendant or Baykeeper shall invoke the dispute
9 resolution procedures of this Paragraph within the time period provided in the preceding
10 Paragraph by serving on Plaintiffs (with a copy to the other Parties) a written statement of
11 position (“Statement of Position”) regarding the matter in dispute. The Statement of Position
12 shall include, but may not necessarily be limited to, any factual data, analysis, or opinion
13 supporting the position and any supporting documentation relied upon by the Defendant or
14 Baykeeper. The Defendant may argue that no stipulated penalties or interest should be imposed.

15 A. As to all disputes other than disputes concerning demand for stipulated
16 penalties made solely by the Regional Water Board, EPA, following consultation with the
17 Regional Water Board, shall serve the United States’ Statement of Position within 45 days after
18 service of a Defendant’s Statement of Position. Any Defendant may also serve a Statement of
19 Position responsive to Baykeeper or to another Defendant during this period. The United States’
20 Statement of Position shall include, but may not necessarily be limited to, any factual data,
21 analysis, or opinion supporting that position and all supporting documentation relied upon by the
22 United States and the Regional Water Board. The United States’ Statement of Position shall be
23 binding unless the Defendant or Baykeeper files a motion for judicial review of the dispute in
24 accordance with the following Paragraphs. If the United States does not serve a Statement of
25 Position within the specified time period, the Party invoking dispute resolution may initiate
26 Judicial Dispute Resolution under Paragraph 112.

27 B. As to a dispute concerning a demand for stipulated penalties made solely
28 by the Regional Water Board, the Regional Water Board shall serve its Statement of Position

1 within 45 days after service of a Defendant's Statement of Position. The Regional Water
2 Board's Statement of Position shall include, but may not necessarily be limited to, any factual
3 data, analysis, or opinion supporting that position and all supporting documentation relied upon
4 by the Regional Water Board. The Regional Water Board's Statement of Position shall be
5 binding unless the Defendant files a motion for judicial review of the dispute in accordance with
6 the following Paragraphs. If the Regional Water Board does not serve a Statement of Position
7 within the specified time period, the Party invoking dispute resolution may initiate judicial
8 dispute resolution under Paragraph 112.

9 112. Judicial Dispute Resolution. A Defendant or Baykeeper may seek judicial review
10 of the dispute against Plaintiffs by filing with the Court and serving on Plaintiffs (with copies to
11 the other Parties in accordance with Section XXI - Notices), a motion requesting judicial
12 resolution of the dispute. The motion must be filed within 60 days after service of the Statement
13 of Position by the United States or the Regional Water Board pursuant to the preceding
14 Paragraph or within 60 days after the Statement of Position was due. The motion shall contain a
15 written statement of the Defendant's or Baykeeper's position on the matter in dispute, as set forth
16 in its Statement of Position, including any supporting factual data, analysis, opinion, or
17 documentation, and shall set forth the relief requested and any schedule within which the dispute
18 must be resolved for orderly implementation of this Stipulated Order. The United States, the
19 Water Boards, and any other non-moving party participating in the dispute shall have at least 60
20 days in which to respond to Defendant's or Baykeeper's motion. The Defendant or Baykeeper
21 may file a reply memorandum to the extent permitted by the Local Rules.

22 113. In any dispute in District Court under this Section XVII, the Court shall first rule
23 on the dispute (if any) between the Defendant and the United States (or the Regional Water
24 Board in the case of a dispute under Paragraph 111(B)). If the Defendant's position prevails
25 over the United States' or the Regional Water Board's position as to any issue, the dispute
26 resolution as to that issue shall end. If the position of the United States or the Regional Water
27 Board prevails over the position of the Defendant, the Court shall then consider any remaining
28 dispute between the United States or the Regional Water Board and Baykeeper.

1 114. Except as otherwise provided in this Stipulated Order, in any dispute in District
2 Court under this Section XVII, a Defendant shall bear the burden of demonstrating by a
3 preponderance of the evidence that the Defendant's position on the issues in dispute best
4 complies with this Stipulated Order and better furthers the Objectives of this Stipulated Order.
5 In any dispute in District Court under this Section XVII, Baykeeper shall bear the burden of
6 demonstrating that the United States' position is arbitrary and capricious.

7 115. Effect on Stipulated Order Obligations. The invocation of dispute resolution
8 procedures under this Section shall not, by itself, extend, postpone, or affect in any way any
9 obligation of a Defendant under this Stipulated Order, unless and until the final resolution of the
10 dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to
11 accrue from the first day of noncompliance, but payment shall be stayed pending resolution of
12 the dispute as provided in Section XV. If a Defendant does not prevail on the disputed issue,
13 stipulated penalties shall be assessed and paid as provided in Section XV.

14 XVIII. INFORMATION COLLECTION AND RETENTION

15 116. Plaintiffs and their representatives, including attorneys, contractors, and
16 consultants, shall have the right of entry on Defendants' property at all reasonable times, upon
17 presentation of credentials, to:

- 18 A. monitor the progress of activities required under this Stipulated Order;
19 B. verify any data or information submitted to Plaintiffs in accordance with the terms
20 of this Stipulated Order;
21 C. obtain documentary evidence, including photographs and similar data; and
22 D. assess a Defendant's compliance with this Stipulated Order.

23 117. Until the termination of this Stipulated Order and any subsequent order or decree
24 entered in this matter, Defendants shall retain, and shall instruct its contractors and agents to
25 preserve, unless prohibited by law, all final versions of records and documents (including records
26 or documents in electronic form) in its or its contractors' or agents' possession or control, or that
27 come into its or its contractors' or agents' possession or control, that document a Defendant's
28 performance of its obligations under this Stipulated Order. This record retention requirement

1 shall apply regardless of any Defendant, corporate, or institutional document-retention policy to
2 the contrary. At any time during this record-retention period, Plaintiffs may request copies of
3 any documents or records required to be maintained under this Paragraph.

4 118. This Stipulated Order in no way limits or affects any right of entry and inspection,
5 or any right to obtain information, held by Plaintiffs pursuant to applicable federal or State laws,
6 regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to
7 maintain records or information imposed by applicable federal or State laws, regulations, or
8 permits.

9 XIX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

10 119. This Stipulated Order is a partial remedy for the civil claims of the United States,
11 the Water Boards and Baykeeper for the violations alleged in the Complaints filed in this action.
12 Therefore, this Stipulated Order does not resolve these civil claims and is without prejudice to
13 the rights of the United States, the Water Boards and Baykeeper to seek further relief to address
14 these claims or any future claims, including, but not limited to, further injunctive relief, and civil
15 penalties, and the right of the United States and the Water Boards to seek further administrative
16 relief to address these claims. The Parties intend to negotiate a subsequent agreement to resolve
17 the civil claims of the United States, the Water Boards and Baykeeper for the violations alleged
18 in the Complaints. However, the Parties recognize that such negotiations may not result in
19 agreement and that the United States, the Water Boards and Baykeeper reserve the right to take
20 such actions as they deem appropriate and necessary to resolve these claims and any future
21 claims. In this and any subsequent administrative or judicial proceeding initiated by the United
22 States, the Water Boards and/or Baykeeper for injunctive relief, civil penalties, or other
23 appropriate relief relating to Defendants' compliance with the Clean Water Act and/or the
24 California Water Code, the Parties shall not assert that another Party's claims or defenses in such
25 subsequent administrative or judicial proceeding are barred or waived solely because the Party
26 entered into this Stipulated Order and did not raise such claims or defenses in the instant case.

27 120. The Parties have concurrently filed, with this Stipulated Order, a Stipulation and
28 Proposed Order for Stay of Proceedings ("Proposed Stay Order"). Upon entry of the Proposed

1 Stay Order, further proceedings on the claims in the Complaints will be stayed until this
2 Stipulated Order is terminated as to any Defendant under Section XXV (Termination) and the
3 Court issues an order lifting the stay as to that Defendant, except for motions filed with this
4 Court by Baykeeper for interim attorneys' fees and costs, and any opposition filed by Defendants
5 in response to such motions. This Stipulated Order will not take effect unless the Proposed Stay
6 Order is granted in substantially the form filed with the Court.

7 121. This Stipulated Order also does not resolve the claims of the Water Boards for
8 litigation costs (including attorneys fees) pursuant to Cal. Code Civ. Proc. § 1021.8.

9 122. The United States, the Water Boards, and Baykeeper reserve all legal and
10 equitable remedies available to enforce the provisions of this Stipulated Order. This Stipulated
11 Order shall not be construed to prevent or limit the rights of the United States, the Water Boards,
12 or Baykeeper to obtain penalties or injunctive relief under the CWA or implementing
13 regulations, or under other federal or State laws, regulations, or permit conditions. Defendants
14 reserve all legal and equitable defenses to the allegations in the Complaints, except to the extent
15 they are waived for purposes of entering into and implementing this Stipulated Order.

16 123. This Stipulated Order is not a permit, or a modification of any permit, under any
17 federal, State, or local laws or regulations. Defendants are responsible for achieving and
18 maintaining complete compliance with all applicable federal, State, and local laws, regulations,
19 and permits. The United States, the Water Boards and Baykeeper do not, by their consent to the
20 entry of this Stipulated Order, warrant or aver in any manner that Defendants' compliance with
21 any aspect of this Stipulated Order will result in compliance with provisions of the CWA or the
22 California Water Code.

23 124. Nothing in this Stipulated Order shall constitute an admission of any fact or of
24 any liability or a waiver of any right unless explicitly set forth herein. EPA, the Water Boards
25 and Defendants agree that, from the commencement of this action through the termination of this
26 Stipulated Order, Plaintiffs are "diligently prosecuting" this action as that term is used in CWA §
27 505(b)(1)(B), 33 U.S.C. §1365(b)(1)(B). Baykeeper contends that whether Plaintiffs are
28 diligently prosecuting this action will remain a question of fact dependent on future

1 circumstances. Baykeeper agrees that it will not file any collateral action under CWA Section
2 505 until after termination of this Stipulated Order, and after the stay imposed by the Court under
3 the Proposed Stay Order is lifted.

4 125. This Stipulated Order does not limit or affect the rights of Defendants, Baykeeper,
5 or the Plaintiffs against any third parties not party to this Stipulated Order, nor does it limit the
6 rights of third parties not party to this Stipulated Order against Defendants, except as otherwise
7 provided by law.

8 126. This Stipulated Order shall not be construed to create rights in, or grant any cause
9 of action to, any third party not party to this Stipulated Order.

10 127. Nothing in this Stipulated Order shall limit Defendants' ability to modify its
11 program for the design, planning, construction, operation, and maintenance of its facilities in any
12 fashion not inconsistent with this Stipulated Order.

13 128. Upon entry of this Stipulated Order, EPA Administrative Orders Docket Nos.
14 CWA 309(a)-10-005 through CWA 309(a)-10-011, issued to Defendants on November 18, 2009,
15 are terminated without any further action on the part of EPA. Any submission by a Defendant
16 pursuant to the terms of its above-referenced Administrative Order that has not yet been
17 approved, or has been approved subject to conditions by EPA, shall be treated as a Deliverable
18 pursuant to the terms of this Stipulated Order.

19 XX. COSTS

20 129. The Parties (except Baykeeper) shall bear their own costs of this action, including
21 attorneys' fees, except Plaintiffs shall be entitled to collect the costs (including attorneys' fees)
22 incurred in any action necessary to collect any stipulated penalties due but not paid by a
23 Defendant (for the purposes of this Paragraph, stipulated penalties are not "due" until after the
24 conclusion of dispute resolution proceedings regarding the stipulated penalties pursuant to the
25 Dispute Resolution Section of this Stipulated Order, if any). Baykeeper's right, if any, to
26 attorneys' fees and costs under 33 U.S.C. §1365(d) related to this Action will be resolved by
27 motion in this Action.

28

XXI. NOTICES

130. A Defendant shall provide Baykeeper and the Water Boards with a copy of any report, notice, or Deliverable submitted to EPA under this Stipulated Order at the time it submits the document to EPA. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Stipulated Order they shall be made in writing and addressed as follows:

A. To EPA:

Chief, Clean Water Act Compliance Office (WTR-7), Water Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

B. To the Regional Water Board:

Executive Officer
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

and

John Davidson
Supervising Deputy Attorney General
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102

C. To the United States:

Chief, Clean Water Act Compliance Office (WTR-7), Water Division
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street
San Francisco, CA 94105

and

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-1-1-09361/1

D. To the State Water Board:

Executive Director
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

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E. To Plaintiffs:
To the United States and the Water Boards as indicated in "B," "C" and "D"
above.

F. To City of Alameda

Donna Mooney, Acting City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
(510) 747-4750
DMOONEY@ci.alameda.ca.us

and

Matthew T. Naclerio, Director of Public Works
City of Alameda
City Hall West
950 W. Mall Square, Room 110
Alameda, CA 94501
(510) 749-5840
mnaclerio@ci.alameda.ca.us

G. To City of Albany

Robert Zweben
Law Offices of
1730 Solano Avenue
Berkeley, CA 94707
(510) 528-5858
rjzlaw@aol.com

and

Richard Cunningham, Public Works Manager
City of Albany
1000 San Pablo Avenue
Albany, CA 947006
(510) 524-9543
rcunningham@albanyca.org

H. To City of Berkeley

Claudette Ford

1 Director of Public Works
2 2180 Milvia Street
3 Third Floor
4 Berkeley, CA 94704

5 and

6
7 Zach Cowan
8 City Attorney
9 2180 Milvia Street
10 Fourth Floor
11 Berkeley, CA 94704

12 I. To City of Emeryville

13 Michael G. Biddle, City Attorney
14 City of Emeryville
15 1333 Park Avenue
16 Emeryville, CA 94608
17 mbiddle@emeryville.org

18 J. To City of Oakland

19 John Russo, City Attorney
20 Celso Dolores Ortiz, Deputy City Attorney
21 City of Oakland
22 One Frank Ogawa Plaza, 6th Floor
23 Oakland, CA 94612
24 (510) 510-238-6236
25 COrtiz@oaklandcityattorney.org

26 and

27 Marilee J. Allan
28 Bingham McCutchen LLP
Three Embarcadero Center
San Francisco, CA 94111-4067
(415) 393-2364
marilee.allan@bingham.com

K. To City of Piedmont

Thomas R. Curry, Esq.
Burke, Williams & Sorensen LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501

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(510) 273-8780
tcurry@bwslaw.com

and

Geoffrey Grote
City Administrator
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
(510) 420-3042
ggrote@ci.piedmont.ca.us

and

Chester Nakahara
Acting Public Works Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611
(510) 420-3062
cnakahara@ci.piedmont.ca.us

L. To Stege Sanitary District

Doug Humphrey, District Manager
7500 Schmidt Lane
El Cerrito, CA 94530-0537
(510) 524-4668
doug@stegesd.dst.ca.us

and

Kenton L. Alm
Meyers, Nave, Riback, Silver & Wilson
555 12th Street, Suite 1500
Oakland, CA 94607
(510) 808-2081
kalm@meyersnave.com

M. Baykeeper

Jason Flanders, Staff Attorney
San Francisco Baykeeper
785 Market St., Ste. 850
San Francisco, CA 94103
Jason@Baykeeper.org (email delivery only preferred)

and

Christopher A. Sproul

Environmental Advocates
5135 Anza Street
San Francisco, CA 94121
csproul@enviroadvocates.com (email delivery only preferred)

131. Any Party may, by written notice to the other Parties, change its designated notice recipient(s) or notice address(es) provided above.

132. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or emailing, unless otherwise provided in this Stipulated Order or by mutual agreement of the Parties in writing.

XXII. EFFECTIVE DATE

133. The Effective Date of this Stipulated Order shall be the date upon which this Stipulated Order is entered by the Court or a motion to enter is granted, whichever occurs first, as recorded on the Court’s docket; provided however, that this Stipulated Order will not take effect unless the Proposed Stay Order is granted in substantially the form filed with the Court, as provided in Paragraph 120. Defendants hereby agree that they shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event that the United States withdraws or withholds consent to this Stipulated Order prior to entry, or the Court declines to enter the Stipulated Order, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XXIII. RETENTION OF JURISDICTION

134. The Court shall retain jurisdiction over this case for the purpose of resolving disputes arising under this Stipulated Order pursuant to the Dispute Resolution Section of this Stipulated Order, entering orders modifying this Stipulated Order pursuant to the Modification Section of this Stipulated Order, or effectuating or enforcing compliance with the terms of this Stipulated Order.

XXIV. MODIFICATION

135. The terms of this Stipulated Order may be modified by a subsequent written agreement signed by all the Parties. Where the modification would constitute a material change to any term of this Stipulated Order, the modification shall be effective only upon approval by

1 the Court. Extensions of time and modifications to Deliverables shall not be construed as
2 material changes to this Stipulated Order. Any disputes concerning modification shall be
3 resolved pursuant to Section XVII of this Stipulated Order (Dispute Resolution); provided,
4 however, that instead of the burden of proof provided by Paragraph 114, the Party seeking the
5 modification bears the burden of demonstrating that it is entitled to the requested modification in
6 accordance with Federal Rule of Civil Procedure 60(b).

7 XXV. TERMINATION

8 136. EPA, following consultation with the Regional Water Board, may seek to
9 terminate this Stipulated Order at any time after January 1, 2013, should EPA determine in
10 writing that this Stipulated Order cannot be effectively implemented to accomplish the objectives
11 of this Stipulated Order, as set forth in Section III and Paragraph 19. If a Defendant or
12 Baykeeper objects to termination of this Stipulated Order pursuant to this Paragraph, it may
13 invoke Section XVII (Dispute Resolution).

14 137. A Defendant may move the Court to terminate its own obligations under this
15 Stipulated Order. However, no Defendant shall seek to terminate its obligations under this
16 Stipulated Order prior to approval of its AMIP (either directly by Plaintiffs or indirectly as a
17 result of a Dispute Resolution process pursuant to Section XVII). If, following the approval of a
18 Defendant's AMIP, Plaintiffs and that Defendant cannot agree as to whether this Stipulated
19 Order should be terminated as to that Defendant, the Defendant may move the Court for relief
20 from this Stipulated Order. Any Defendant seeking to terminate its obligations under this
21 Stipulated Order shall provide a report on the status of its compliance with this Stipulated Order
22 to accompany such motion to terminate. The Court shall decide the motion to terminate under
23 the standard of review articulated in Paragraph 114. If the Court grants a Defendant's motion to
24 terminate its obligations under this Stipulated Order, this Stipulated Order shall remain in full
25 effect with respect to the other Defendants.

26 138. Notwithstanding Paragraphs 136 and 137, the Parties may jointly move to
27 terminate this Stipulated Order with the approval of the Court. Each Defendant shall provide a
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1 report on the status of its compliance with this Stipulated Order to accompany any such motion
2 to terminate.

3 139. No Defendant shall seek relief from this Stipulated Order unless it certifies to
4 Plaintiffs and the Court that there are no outstanding stipulated penalty assessments pending
5 pursuant to this Stipulated Order. This shall in no way constrain the ability of the Parties to enter
6 into a subsequent agreement regarding the Defendants' Collection Systems.

7 XXVI. PUBLIC PARTICIPATION

8 140. This Stipulated Order shall be lodged with the Court for a period of not less than
9 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. Plaintiffs reserve
10 the right to withdraw or withhold their consent if comments regarding this Stipulated Order
11 disclose facts or considerations indicating that this Stipulated Order is inappropriate, improper,
12 or inadequate. Each Defendant consents to entry of this Stipulated Order without further notice.

13 XXVII. SIGNATORIES/SERVICE

14 141. Each undersigned representative of each Defendant, the Water Boards,
15 Baykeeper, and the Assistant Attorney General for the Environment and Natural Resources
16 Division of the Department of Justice certifies that he or she is fully authorized to enter into the
17 terms and conditions of this Stipulated Order and to execute and legally bind the Party he or she
18 represents to this document.

19 142. This Stipulated Order may be signed in counterparts, and its validity shall not be
20 challenged on that basis.

21 XXVIII. INTEGRATION

22 143. This Stipulated Order constitutes the final, complete, and exclusive agreement and
23 understanding among the Parties with respect to the settlement embodied in this Stipulated
24 Order, and this Stipulated Order supersedes all prior agreements and understandings, whether
25 oral or written, concerning the settlement embodied herein. Other than Deliverables that are
26 subsequently submitted pursuant to this Stipulated Order, and the concurrently-filed Proposed
27 Stay Order, no other document and no other representation, inducement, agreement,
28

1 understanding, or promise constitutes any part of this Stipulated Order or the settlement it
2 represents, nor shall they be used in construing the terms of this Stipulated Order.

3 XXIX. HEADINGS

4 144. Headings to the sections and subsections of this Stipulated Order are provided for
5 convenience and do not affect the meaning or interpretation of the provisions of this Stipulated
6 Order.

7 XXX. PARTIAL JUDGMENT

8 145. Upon approval and entry of this Stipulated Order by the Court, this Stipulated
9 Order shall constitute a partial judgment of the Court as to the Parties. The Parties recognize that
10 final resolution of the claims set forth in the Complaints will require further remedial action, and
11 this Stipulated Order is without prejudice to the Parties' positions as to the merits of any such
12 further relief.


13 Dated and entered this ___ day of _____, 2011.

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17 UNITED STATES DISTRICT JUDGE
18 Northern District of California
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1 WE HEREBY CONSENT to the entry of this Stipulated Order, subject to the public notice and
2 comment provisions of 28 C.F.R. § 50.7:

3 For Plaintiff the United States of America:

4
5 Dated: 3/6/11


IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

8
9
10 PATRICIA L. HURST
11 Trial Attorney
12 Environmental Enforcement Section
13 U.S. Department of Justice
14 P.O. Box 7611
15 Ben Franklin Station
16 Washington, D.C. 20044-7611

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19 Attorneys for Plaintiff, United States of America
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1 WE HEREBY CONSENT to the entry of this Stipulated Order, subject to the public notice and
2 comment provisions of 28 C.F.R. § 50.7:

3 For Plaintiff the United States of America (cont'd):

4 Dated: _____

2-28-11

5 MARK POLLINS, Director
6 Water Enforcement Division
7 Office of Enforcement and Compliance Assurance
8 U.S. Environmental Protection Agency

9 _____
10 JARED BLUMENFELD
11 Regional Administrator
12 U.S. Environmental Protection Agency, Region 9

13 Of Counsel:
14 HUGH BARROLL
15 Assistant Regional Counsel
16 U.S. Environmental Protection Agency, Region 9

1 WE HEREBY CONSENT to the entry of this Stipulated Order, subject to the public notice and
2 comment provisions of 28 C.F.R. § 50.7:

3 For Plaintiff the United States of America (cont'd):

4
5 Dated: _____

6 **MARK POLLINS, Director**
7 **Water Enforcement Division**
8 **Office of Enforcement and Compliance Assurance**
9 **U.S. Environmental Protection Agency**



10 **JARED BLUMENFELD** 3/8/11
11 **Regional Administrator**
12 **U.S. Environmental Protection Agency, Region 9**

13 **Of Counsel:**
14 **HUGH BARROLL**
15 **Assistant Regional Counsel**
16 **U.S. Environmental Protection Agency, Region 9**

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1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Plaintiff People of the State of California ex rel. California State Water Resources Control
3 Board and California Regional Water Quality Control Board, San Francisco Bay Region:

4 KAMALA D. HARRIS
5 Attorney General of the State of California



6 Dated: 2/4/11

7 JOHN DAVIDSON
8 Supervising Deputy Attorney General
9 455 Golden Gate Avenue, Suite 11000
10 San Francisco, CA 94102

11 Attorneys for Plaintiff People of the State of
12 California ex rel. California State Water
13 Resources Control Board and California
14 Regional Water Quality Control Board, San
15 Francisco Bay Region

16 Dated: _____

17 BRUCE H. WOLFE
18 Executive Officer
19 California Regional Water Quality Control
20 Board, San Francisco Bay Region

21 Dated: _____

22 THOMAS HOWARD
23 Executive Director
24 California State Water Resources Control Board

25
26
27
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1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Plaintiff People of the State of California ex rel. California State Water Resources Control
3 Board and California Regional Water Quality Control Board, San Francisco Bay Region:


4 KAMALA D. HARRIS
5 Attorney General of the State of California

6 Dated: _____

7 JOHN DAVIDSON
8 Supervising Deputy Attorney General
9 455 Golden Gate Avenue, Suite 11000
10 San Francisco, CA 94102

11 Attorneys for Plaintiff People of the State of
12 California ex rel. California State Water
13 Resources Control Board and California
14 Regional Water Quality Control Board, San
15 Francisco Bay Region

16 Dated: 3/2/11 _____

17 
18 BRUCE H. WOLFE
19 Executive Officer
20 California Regional Water Quality Control
21 Board, San Francisco Bay Region

22 Dated: _____

23 THOMAS HOWARD
24 Executive Director
25 California State Water Resources Control Board

1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Plaintiff People of the State of California ex rel. California State Water Resources Control
3 Board and California Regional Water Quality Control Board, San Francisco Bay Region:

4 KAMALA D. HARRIS
5 Attorney General of the State of California

6 Dated: _____

7 JOHN DAVIDSON
8 Supervising Deputy Attorney General
9 455 Golden Gate Avenue, Suite 11000
10 San Francisco, CA 94102

11 Attorneys for Plaintiff People of the State of
12 California ex rel. California State Water
13 Resources Control Board and California
14 Regional Water Quality Control Board, San
15 Francisco Bay Region

16 Dated: _____

17 BRUCE H. WOLFE
18 Executive Officer
19 California Regional Water Quality Control
20 Board, San Francisco Bay Region

21 Dated: 3/3/2011

22 
23 THOMAS HOWARD
24 Executive Director
25 California State Water Resources Control Board
26
27
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1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Defendant City of Alameda:

3 Dated: 1/26/11



By: Donna Mooney
Acting City Attorney

6 For Defendant City of Albany:

8 Dated: _____

By: Robert Zweben
City Attorney

11 For Defendant City of Berkeley:

12 Dated: _____

By: Zach Cowan
City Attorney

15 For Defendant City of Emeryville:

16 Dated: _____

By: Michael G. Biddle
City Attorney

19 For Defendant City of Oakland:

20 Dated: _____

By: Dan Lindheim
City Administrator

23 For Defendant City of Piedmont:

24 Dated: _____

By: Geoffrey Grote
City Administrator

1 WE HEREBY CONSENT to the entry of this Stipulated Order:


2 For Defendant City of Alameda:

3 Dated: _____

By: Donna Mooney
Acting City Attorney

6 For Defendant City of Albany:

7
8 Dated: 2-28-11

By: 
Kenton L. Alm
Special Counsel

10 For Defendant City of Albany:

11 Dated: 3/1/2011

By: 
Richard Cunningham
City of Albany

13 For Defendant City of Berkeley:

14
15 Dated: _____

By: Zach Cowan
City Attorney

18 For Defendant City of Emeryville:

19 Dated: _____

By: Michael G. Biddle
City Attorney

22 For Defendant City of Oakland:

23 Dated: _____

By: Dan Lindheim
City Administrator

26 For Defendant City of Piedmont:

27 Dated: _____

By: Geoffrey Grote
City Administrator

28

1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Defendant City of Alameda:

3 Dated: _____

By: Teresa L. Highsmith
City Attorney

6 For Defendant City of Albany:

8 Dated: _____

By: Robert Zweben
City Attorney

11 For Defendant City of Berkeley:

12 Dated: 1/5/11



By: Zach Cowan
City Attorney

15 For Defendant City of Emeryville:

16 Dated: _____

By: Michael G. Biddle
City Attorney

19 For Defendant City of Oakland:

20 Dated: _____

By: Dan Lindheim
City Administrator

23 For Defendant City of Piedmont:

24 Dated: _____

By: Geoffrey Grote
City Administrator

28

1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Defendant City of Alameda:

3 Dated: _____

4 By: Teresa L. Highsmith
City Attorney

5
6 For Defendant City of Albany:

7 Dated: _____

8 By: Robert Zweben
City Attorney

9
10 For Defendant City of Berkeley:

11 Dated: _____

12 By: Zach Cowan
City Attorney

13
14
15 For Defendant City of Emeryville:

16 Dated: 1/5/2011

17 By: Michael G. Biddle
City Attorney

18
19 For Defendant City of Oakland:

20 Dated: _____

21 By: Dan Lindheim
City Administrator

22
23 For Defendant City of Piedmont:

24 Dated: _____

25 By: Geoffrey Grote
City Administrator

1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Defendant City of Alameda:

3 Dated: _____

By: Donna Mooney
Acting City Attorney

6 For Defendant City of Albany:

8 Dated: _____

By: Robert Zweben
City Attorney

11 For Defendant City of Berkeley:

12 Dated: _____

By: Zach Cowan
City Attorney

15 For Defendant City of Emeryville:

16 Dated: _____

By: Michael G. Biddle
City Attorney

19 For Defendant City of Oakland:

20 Dated: 3/1/11



By: Dan Lindheim
City Administrator

23 For Defendant City of Piedmont:

24 Dated: _____

By: Geoffrey Grote
City Administrator

28

1 WE HEREBY CONSENT to the entry of this Stipulated Order:

2 For Defendant City of Alameda:

3 Dated: _____

4 By: Donna Mooney
Acting City Attorney

6 For Defendant City of Albany:

8 Dated: _____

9 By: Robert Zweben
City Attorney

11 For Defendant City of Berkeley:

12 Dated: _____

13 By: Zach Cowan
City Attorney

15 For Defendant City of Emeryville:

16 Dated: _____

17 By: Michael G. Biddle
City Attorney

19 For Defendant City of Oakland:

20 Dated: _____

21 By: Dan Lindheim
City Administrator

23 For Defendant City of Piedmont:

24 Dated: 1/21/11

25 By: 
Geoffrey Grote
City Administrator

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For San Francisco Baykeeper:



Dated: 2/23/2011

By: [Signature]
Jason Flanders
Staff Attorney, San Francisco Baykeeper

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For San Francisco Baykeeper:

Dated: _____

By: Deb Self
Executive Director

For Defendant Stege Sanitary District:

Dated: 2/9/11

By: Douglas Humphrey
District Manager

CONFIDENTIAL DRAFT