

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,  
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>
Days 1-15	\$100
Days 16-30	\$300
Days 31-60	\$500
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

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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

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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

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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

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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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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 5 miles to 50 miles	\$500
6 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](mailto: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

1 (510) 273-8780  
2 tcurry@bwslaw.com

3 and

4 Geoffrey Grote  
5 City Administrator  
6 City of Piedmont  
7 120 Vista Avenue  
8 Piedmont, CA 94611  
9 (510) 420-3042  
10 ggrote@ci.piedmont.ca.us

11 and

12 Chester Nakahara  
13 Acting Public Works Director  
14 City of Piedmont  
15 120 Vista Avenue  
16 Piedmont, CA 94611  
17 (510) 420-3062  
18 cnakahara@ci.piedmont.ca.us

19 L. To Stege Sanitary District

20 Doug Humphrey, District Manager  
21 7500 Schmidt Lane  
22 El Cerrito, CA 94530-0537  
23 (510) 524-4668  
24 doug@stegesd.dst.ca.us

25 and

26 Kenton L. Alm  
27 Meyers, Nave, Riback, Silver & Wilson  
28 555 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  
28

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.

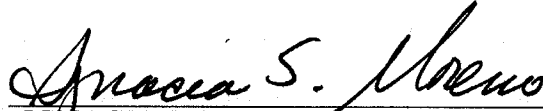
13 Dated and entered this \_\_\_ day of \_\_\_\_\_, 2011.

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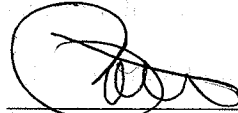
1 WE HEREBY CONSENT to the entry of this Stipulated Order, subject to the public notice and  
2 comment provisions of 28 C.F.R. § 50.7:

3 For Plaintiff the United States of America:

4 Dated: 3/6/11



5 \_\_\_\_\_  
IGNACIA S. MORENO  
6 Assistant Attorney General  
7 Environment and Natural Resources Division  
8 U.S. Department of Justice

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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28  
Attorneys for Plaintiff, United States of America

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

10 \_\_\_\_\_  
11 JARED BLUMENFELD  
12 Regional Administrator  
13 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  
17  
18  
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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  
5 Dated: \_\_\_\_\_

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

10 

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

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

28

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

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

17 Dated: \_\_\_\_\_

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:

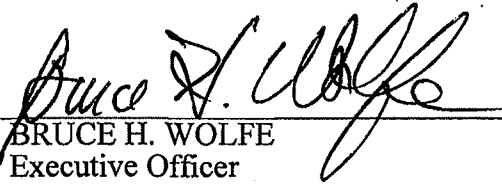
4 KAMALA D. HARRIS  
5 Attorney General of the State of California

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: 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

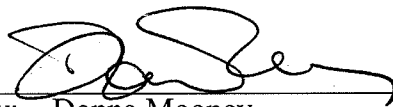
21 Dated: 3/3/2011

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

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

2 For Defendant City of Alameda:

3 Dated: 1/26/11

4   
By: Donna Mooney  
Acting City Attorney

5  
6 For Defendant City of Albany:

7  
8 Dated: \_\_\_\_\_

9 By: Robert Zweben  
City Attorney

10  
11 For Defendant City of Berkeley:

12 Dated: \_\_\_\_\_

13 By: Zach Cowan  
City Attorney

14  
15 For Defendant City of Emeryville:

16 Dated: \_\_\_\_\_

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:

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: \_\_\_\_\_

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: 1/5/11

12   
13 By: Zach Cowan  
City Attorney

14  
15 For Defendant City of Emeryville:

16 Dated: \_\_\_\_\_

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: \_\_\_\_\_

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

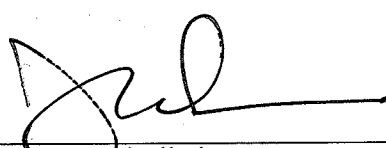
15 For Defendant City of Emeryville:

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: \_\_\_\_\_

By: Donna Mooney  
Acting City Attorney

6 For Defendant City of Albany:

8 Dated: \_\_\_\_\_

By: Robert Zweben  
City Attorney

10 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

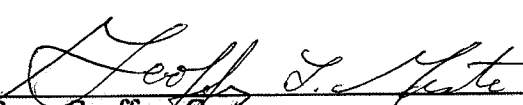
19 For Defendant City of Oakland:

20 Dated: \_\_\_\_\_

By: Dan Lindheim  
City Administrator

23 For Defendant City of Piedmont:

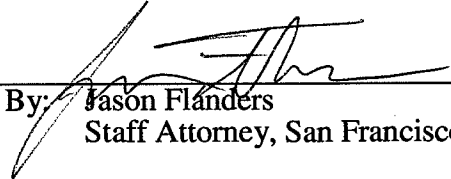
24 Dated: 1/21/11

  
By: Geoffrey Grote  
City Administrator

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For San Francisco Baykeeper:

Dated: 2/23/2011

  
By: 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

*Douglas Humphrey*  
By: Douglas Humphrey  
District Manager

CONFIDENTIAL DRAFT