

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

In the matter of:)

Lee Lake Water District)
22646 Temescal Canyon Road)
Corona, CA 92883)

ORDER R8-2011-0003
SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
MANDATORY PENALTY COMPLAINT
ORDER

Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Mandatory Penalty Complaint Order (hereafter "Stipulated Order" or "Order") is entered into by and between the Division Chief of the Santa Ana Regional Water Quality Control Board ("Regional Water Board"), on behalf of the Regional Water Board Prosecution Staff ("Prosecution Staff") and Lee Lake Water District ("LLWD" or "Discharger") (the Regional Water Board and the Discharger are collectively referred to as the "Parties") and is presented to the Regional Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60. This Stipulation and Order is in reference to an adjudicative proceeding initiated by the issuance of Complaint No. R8-2009-0049 for Mandatory Penalties, dated July 9, 2009 (the "Complaint") (See Exhibit A attached hereto).

Section II: Recitals

1. On September 6, 2002, the Regional Water Board adopted Waste Discharge Requirements, Order No. R8-2002-0001 (NPDES No. CA8000100), for LLWD. These requirements regulate discharges of waste from the Lee Lake Reclamation Facility (LLRF). On August 26, 2006, the Regional Water Board reissued these waste discharge requirements under Order No. R8-2006-0043.
2. LLWD submitted self-monitoring reports during the period from January 2005 through May 2007 for the LLRF, which show violations of total coliform, selenium, pH, and turbidity effluent limits contained in the above orders. LLWD incurred a total of one hundred twelve (112) violations during this time period.
3. California Water Code Section 13385 (h) and (i) requires the Regional Water Board to assess a mandatory minimum penalty of three thousand dollars (\$3,000) for each serious and/or chronic violation, not counting the first three non-serious violations that occur in a period of six consecutive months. On July 9, 2009, the Regional Water Board Assistant Executive Officer issued Complaint No. R8-2009-0049 for these violations. The Complaint recommends imposing a mandatory penalty of \$336,000.

4. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulated Order to the Regional Water Board or its delegee for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team believes that the resolution of the violations alleged in the Complaint is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the violations alleged in the Complaint except as provided in this Stipulated Order, and that this Order is in the best interest of the public.
5. To resolve the violations alleged in the Complaint by consent and without further administrative proceedings, the Parties have agreed to the imposition of \$336,000 in penalties against the Discharger. The Discharger shall pay a total of \$186,000 to the State Water Pollution Cleanup and Abatement Account. The remaining \$150,000 shall be suspended upon completion of the Supplemental Environmental Project ("SEP") as set forth in this Stipulated Order.

Section III: Stipulations

The Parties stipulate to the following:

6. **Mandatory Minimum Penalty:** The Discharger hereby agrees to the imposition of a mandatory minimum penalty totaling \$336,000, as set forth in Paragraph 5 of Section II herein. Within 30 days of the issuance this Order, the Discharger agrees to pay a total of \$186,000 to the State Water Pollution Cleanup and Abatement Account. Further, the Parties agree that \$150,000 of the imposed penalty shall be suspended ("Suspended Penalty") pending completion of the SEP, as set forth in Paragraphs 7 through 19 of Section III herein and Exhibit B attached hereto and incorporated by this reference.
7. **SEP Description:** The Parties agree that this resolution includes the performance of a SEP as provided for as follows:

The goals of the SEP are to increase the biodiversity and populations of native fish and amphibians and to help restore the biological and physical functions of tributaries to the Santa Ana River that provide both habitat and water resources for wildlife and humans. The Riverside-Corona Resource Conservation District ("RCRCD" or "Implementing Party") proposes to purchase a conservation easement in Temescal Wash from a landowner. The easement would provide long-term habitat protection and allow for monitoring of restoration activities on RCRCD owned or operated conservation lands. Details of the SEP project are included in Exhibit B.

8. **SEP Completion Date:** The SEP shall be implemented in its entirety and a final report shall be submitted as per the schedules specified in Exhibit B.

9. **Agreement of Discharger to Fund the SEP:** The Discharger represents that: (1) it will fund the SEP in the amount as described in Paragraph 6 of this Stipulated Order; (2) it will remain liable for the Suspended Liability until the SEP is completed and accepted by the Regional Water Board or its delegee in accordance with the terms of this Stipulated Order; (3) it will purchase the property identified in Exhibit B and dedicate that property to Riverside-Corona Resource Conservation District through Conservation Easements within 90 days of execution of this Order; (4) should the purchase price of the property be less than \$150,000, it will pay the Water Pollution Cleanup and Abatement Account the remainder within 90 days of execution of this Order; (5) the Regional Water Board has the right to require an audit of the funds expended at the Discharger's expense; (6) if it fails to fund the SEP or if the SEP is not completed as per the schedule specified in Exhibit B, the full Suspended Liability amount becomes immediately due and payable to the State Water Resources Control Board for deposit into the Water Pollution Cleanup and Abatement Account.
10. **Agreement of Riverside-Corona Resource Conservation District to Accept SEP Funds and Implement the SEP:** As a material consideration for the Regional Water Board's acceptance of this Stipulated Order, the Implementing Party represents that: (1) it will utilize the property purchased by the Discharger to implement the SEP in accordance with the schedule set forth in Exhibit B; (2) it understands that its promise to implement the SEP in accordance with the schedule is a material condition of this settlement of liability between the Discharger and the Regional Water Board; (3) it agrees that the Regional Water Board has the right to require the Implementing Party to implement the SEP in accordance with the terms of this Stipulated Order if it has received funds for that purpose from the Discharger; (4) it agrees to submit to the jurisdiction of the Regional Water Board to enforce the terms of this Stipulated Order and the implementation of the SEP; (5) it will provide certifications and written reports to the Regional Water Board consistent with the terms of this Stipulated Order that detail the implementation and completion of the SEP; (6) it will guarantee implementation of the SEP identified in Exhibit B; (7) the Regional Water Board has the right to require an audit of the funds expended by the Implementing Party to implement the SEP at the Implementing Party's expense.
11. **SEP Oversight:** The Discharger shall reimburse the Regional Water Board for its costs in overseeing the implementation of the SEP. The Discharger shall pay the Cleanup and Abatement Account the amount for these costs within thirty (30) days of receipt of a statement from the Regional Water Board indicating the amount of oversight costs it has incurred. The oversight costs will be billed at the rate of \$150 per hour. Further, the Discharger and the Implementing Party shall allow Regional Water Board staff to enter and/or inspect the SEP during normal business hours (i.e., 8 a.m. through 5 p.m.).

12. **Final Report and Certification of Completion of SEP:** The Implementing Party shall provide a final report and a Certificate of Completion¹ as per the schedule provided in Exhibit B.
13. **Third Party Financial Audit of SEP:** At the written request of Regional Water Board staff, the Implementing Party, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party's(ies') professional opinion that the Implementing Party has expended money in the amounts claimed by it. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to Regional Water Board staff within three (3) months of notice from Regional Water Board staff to the Discharger/Implementing Party of the need for an independent third party audit. The audit need not address any costs incurred by the Regional Water Board for oversight.
14. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its SEP obligations under this Stipulated Order and completion of the SEP and any audit requested by the Regional Water Board, Regional Water Board staff shall send the Discharger a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Discharger and result in the permanent stay of the Suspended Liability.
15. **Failure to Expend the Entire Suspended Liability on the Approved SEP:** In the event that the Implementing Party is not able to demonstrate to the reasonable satisfaction of the Regional Water Board staff that the entire Suspended Liability has been spent to complete the components of the SEP for which the Discharger is financially responsible, the Discharger shall pay the difference between the Suspended Liability and the amount the Discharger/Implementing Party can demonstrate was actually spent on the SEP. The Discharger shall pay this amount within 30 days of its receipt of notice of the Regional Water Board's determination that the Discharger/Implementing Party has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.
16. **Failure to Complete the SEP:** If the SEP is not fully implemented by the dates specified in Exhibit B, Regional Water Board staff shall issue a Notice of Violation. As a consequence, the Discharger shall be liable to pay the entire Suspended Liability or, some portion thereof, or the Discharger and/or the Implementing Party may be compelled to complete the SEP. The Executive Officer may extend any of the dates specified in Exhibit B upon joint request of the Parties. Such extensions must be made in writing.

¹ Certificate of Completion shall be on Exhibit C, which is hereby incorporated into this Order.

17. **Publicity:** Should the Discharger, the Implementing Party, or its agents or subcontractors publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is being partially funded as part of the settlement of an enforcement action by the Regional Water Board against the Discharger.
18. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject them to further enforcement, including additional administrative civil liability.
19. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Parties' own counsel in connection with the matters set forth herein.
20. **Matters Addressed by Stipulation:** Upon the Regional Water Board's adoption of the Order incorporating the terms of this Stipulated Order, this Order represents a final and binding resolution and settlement of the violations alleged in the Complaint. The provisions of this paragraph are expressly conditioned on the full payment of the mandatory minimum penalty by the deadline specified in Paragraph 6 and the Discharger's and/or Implementing Party's full satisfaction of the SEP obligations described herein.
21. **Public Notice:** Federal law mandates that any settlement will not become final until after a 30-day public notice and comment period expires (40 CFR 123.27). The Complaint, the SEP proposal, and this Stipulated Order were publicly noticed at least for 30 days. All public comments received during that public notice period have been considered and responded to.
22. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulated Order by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.
23. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.
24. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegee.
25. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional Water Board, or its delegee, or is

vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess mandatory penalties for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

26. **Waiver of Hearing:** The Discharger has been informed of the rights provided by CWC section 13323, subdivision (b), and has waived its right to a hearing before the Regional Water Board prior to the adoption of the Order.

27. **Waiver of Right to Petition:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

28. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional or State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Discharger, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, Order, or SEP, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulation and Order.

29. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter covered by this Order.

- 30. Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval required by this Order.
- 31. Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.
- 32. Effective Date:** This Stipulation is effective and binding on the Parties upon the entry of this Order by the Regional Water Board or its delegee, which incorporates the terms of this Stipulation.
- 33. Counterpart Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

IT IS SO STIPULATED.²



Robert L. Holub, Division Chief
On Behalf of the Regional Water Board Prosecution Staff



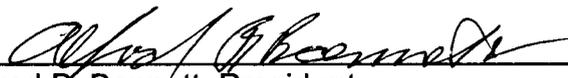
Date



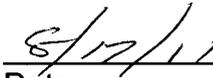
Jeff R. Pape, General Manager
For the Lee Lake Water District



Date



Alfred B. Bonnett, President
For the Riverside-Corona Resource Conservation District



Date

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² The final version of this document may include more than one page with the same page number to accommodate the various executing signatures.

HAVING CONSIDERED THE PARTIES' STIPULATIONS, THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, HEREBY ORDERS THAT:

1. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000 et seq.), in accordance with sections 15061(b)(3) and 15321(a)(2), of Title 14 of the California Code of Regulations.
2. In adopting this Stipulated Order, the Executive Officer has considered all the factors prescribed in California Water Code section 13385(e). The Executive Officer's consideration of these factors is based upon information and comments provided by the Parties and by members of the public.
3. The foregoing Stipulation is incorporated into this Order.

Pursuant to section 13323 of the California Water Code and section 11415.60 of the California Government Code, the Executive Officer hereby adopts this Order.

Kurt V. Berchtold 9/30/11
Kurt V. Berchtold Date
Executive Officer
Santa Ana Regional Water Quality Control Board

Exhibit A

California Regional Water Quality Control Board
Santa Ana Region

IN THE MATTER OF:

Lee Lake Water District)	Complaint No. R8-2009-0049
22646 Temescal Canyon Road)	for
Corona, California 92883)	Mandatory Penalties

YOU ARE HEREBY GIVEN NOTICE THAT:

1. The Lee Lake Water District (LLWD) is alleged to have violated provisions of law for which the California Regional Water Quality Control Board (Board), Santa Ana Region, must impose mandatory penalties pursuant to California Water Code (Water Code) Section 13385 (h) and (i).
2. A hearing concerning this complaint will be held before the Board within 90 days of the date of issuance of this complaint, unless LLWD waives its right to a hearing. If the hearing in this matter is not waived, the hearing will be held during the Board's regular meeting on August 28, 2009 at Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, CA 92618. LLWD or its representatives will have an opportunity to appear and be heard and contest the allegations in this complaint and the imposition of mandatory penalties by the Board. An agenda announcement for the meeting will be mailed to you not less than 10 days prior to the hearing date.
3. This complaint is based on the following facts:
 - a. On September 6, 2002, the Board adopted Waste Discharge Requirements, Order No. R8-2002-00001 (NPDES No. CA8000100), for LLWD. These requirements regulate discharges of waste from the Lee Lake Reclamation Facility (LLRF). On August 26, 2006, the Board reissued these waste discharge requirements under Order No. R8-2006-0043.
 - b. LLWD submitted self-monitoring reports during the period from January 2005 through May 2007 for the LLRF, which show violations of total coliform, selenium, pH, and turbidity effluent limits contained in the above orders.

These violations are summarized on Attachment "A", which is Page 4 of this complaint.

4. Water Code Section 13385 (h) and (i) requires the Board to assess mandatory minimum penalty of three thousand dollars (\$3,000) for each serious and/or chronic violation that occurs four or more times in any

period of six consecutive months, except the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations that occur in any six-month period, provided that they are not serious violations as described below. A violation is considered to be a "serious violation" if an effluent limitation for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, is exceeded by 20% or more, or if an effluent limitation for a Group I pollutant, as specified in Section 123.45 of Title 40 of the Federal Regulations, is exceeded by 40% or more.

5. As shown in Attachment "A", LLWD incurred a total of one hundred and twelve (112) violations between January 2005 and March 2007. Many of these violations are not serious violations. However, Since LLWD incurred more than three violations during the 6-month period prior to January 2005, and there were no 6-month periods between January 2005 and March 2007 when LLWD had fewer than four violations, all of these violations are subject to mandatory penalty assessments. In accordance with Water Code Section 13385 (h) and (i), the mandatory minimum penalties for the violations cited in Attachment "A" are \$336,000
6. In accordance with Water Code Section 13385(c), the Board may impose administrative civil liability for the one hundred and twelve (112) violations cited in Attachment "A". The maximum administrative civil liability that may be imposed for these violations is \$1,120,000 (\$10,000 per day of violation), plus an additional assessment of \$10 per gallon of effluent discharged during the duration of the violation episode, in excess of the first 1,000 gallons of effluent.
7. The Assistant Executive Officer proposes that mandatory penalties of \$336,000 be imposed on LLWD by the Board for the violations cited above.
8. LLWD may waive its right to a hearing in this matter. If you waive your right to a hearing, please sign the attached waiver and return it with a check in the amount of \$336,000.

If you have any questions regarding this complaint, please contact the undersigned at (951) 782-3286, or Gary D. Stewart, Compliance Section Chief, at (951) 782-4379.

7/9/09
Date

Kurt V. Berchtold
Kurt V. Berchtold
Assistant Executive Officer

ATTACHMENT "A"

Month	Violations						No. of Violations	Violations subject to penalty ¹
	Daily Average Turbidity not to exceed 2 NTU	Daily Maximum Coliform not to exceed 23 MPN	7-Day Median Coliform not to exceed 2.2 MPN	Instantaneous Coliform not to exceed 240 MPN/ 100 ml	Selenium not to exceed 4 ug/L	pH 6.5-8.5		
January, 2005	3	1	3	1	2		10	10
February, 2005		1	7	5			13	13
March, 2005			2	2	1		5	5
May, 2005				1			1	1
June, 2005	5				1		6	6
July, 2005	3				1		4	4
Sept, 2005	1				1		2	2
October, 2005				1			1	1
November, 2005	2						2	2
December, 2005			1		1		2	2
January, 2006	2						2	2
February, 2006	4	1	3		1		9	9
March, 2006	22	1	2				25	25
April, 2006	6	1	3				10	10
May, 2006		1	3	1		1	6	6
August, 2006						2	2	2
Sept, 2006						3	3	3
October, 2006						2	2	2
December, 2006						2	2	2
January, 2007					1	3	4	4
March, 2007		1					1	1
Total Violations	48	7	24	11	9	13	112	112

NOTES:

¹ See Water Code Section 13385(i).

California Regional Water Quality Control Board
Santa Ana Region

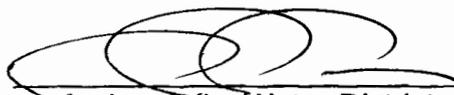
IN THE MATTER OF:)	Complaint No. R8-2009-0049
Lee Lake Water District)	for
22646 Temescal Canyon Road)	Mandatory Penalties
Corona, California 92883)	

WAIVER OF HEARING

Lee Lake Water District agrees to waive its right to a hearing before the Santa Ana Regional Water Quality Control Board with regard to the violations alleged in Complaint No. R8-2009-0049. LLWD, has enclosed a check made payable to the State Water Resources Control Board in the amount of \$336,000 for settlement of Complaint No. R8-2009-0049. LLWD, understands that it is giving up its right to be heard and to argue against allegations made by the Assistant Executive Officer in Complaint No. R8-2009-0049 and against the imposition of, and amount of, the mandatory penalties.

8/16/11

Date



for Lee Lake Water District

Please return this waiver form to the Regional Board's office.

Exhibit B
PROPOSAL FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT

1. Project Title: Lee Lake #2 Conservation Easement – Temescal Creek, Corona, CA.

2. Organization Proposing the Project: Riverside-Corona Resource Conservation District
Kerwin Russell, Natural Resources Manager Russell@rcrcd.com 951-683-7691, ext 203
RCRCD, 4500 Glenwood Dr., #A, Riverside, CA. 92501, Phone 951-683-7691, ext 202,
Fax: 951-683-3814; www.rcrcd.com

3. Project Description: The Riverside-Corona Resource Conservation District (RCRCD) is a special district formed under Division 9 of the State of California Public Resources Code to provide soil, water and wildlife resource management within its service area. The District was formed in 1953 and is self-governed by a locally appointed five-member board of directors. The board is comprised of local citizens who know resources issues and help to guide programs, direct operations, set policies and plan long-term goals. Division 9 gives the RCRCD abilities to protect natural resources from preventable waste and destruction. The main areas of focus are habitat restoration, water conservation, prevention and control of soil erosion and storm water pollution prevention. The District has field staff that monitor and manage conservation easements, conduct educational programs, provide technical services for water conservation and management and operate a conservation center for public use and education in Riverside, California

The objectives of the SEP program would be to purchase conservation easements from landowners in the Temescal Wash that would provide long-term habitat protection and allow for monitoring of restoration activities on RCRCD owned or operated conservation lands. This conservation easement SEP would include, but not be limited to, the following:

- Set-aside and manage conservation easement lands in sensitive riparian areas as either third party or primary landowners that are not identified for conservation under the Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP).
- Conduct periodic water quality monitoring on easement lands.

Some of the conservation easements that the RCRCD now holds are adjacent to criteria cells in the Riverside County Multi-Species Reserve System and would enhance and complement those conservation objectives in the Multi-Species Habitat Conservation Plan (MSHCP). Currently, there are very few conservation programs outside of the MSHCP that deal with smaller, sensitive habitats between developments, along waterways or between conservation lands. The RCRCD is able to obtain and manage these tracts of land to facilitate its long-term conservation efforts. New easements in the Temescal Wash would be added as funds from this program become available and locations are determined, including areas that do not currently have easements or areas that need restoration and/or long-term protection due to impacts from off-roading, dumping, vandalism or storm water pollution. Establishment of these easements would be determined by site analysis, land ownership, habitat condition, location and environmental hazards.

Easements currently exist in the RCRCD service area in Temescal Wash that are adjacent to the proposed SEP site and would provide contiguous tracts of riparian habitat. These sites would provide long-term protection by the RCRCD. The newly acquired easements will be recorded with the County and a copy of the recorded document will be included in the final SEP report to the Santa Ana Regional Water Quality Control Board. The RCRCD currently has the following easements adjacent to the proposed SEP conservation easement:

- Chandler Conservation Easement – 7.86 acres
- Dos Lagos – Temescal Wash Conservation Easement – 13.10 acres
- Dos Lagos Open Space Fee Title Reserve – 135.0 acres
- Lee Lake Conservation Easement – 30 acres

The Lee Lake Water District will acquire lands that a conservation easement will be purchased and placed in favor of Riverside-Corona Resource Conservation District . (See map A, p3).

4. Total Project Cost: \$157,856.00 , of which \$150,000 will come from Lee Lake Water District to purchase easement in favor of Riverside-Corona Resource Conservation District, per SEP settlement.

5. Project schedule: Start Date: October 15, 2011. End Date: January 31, 2013

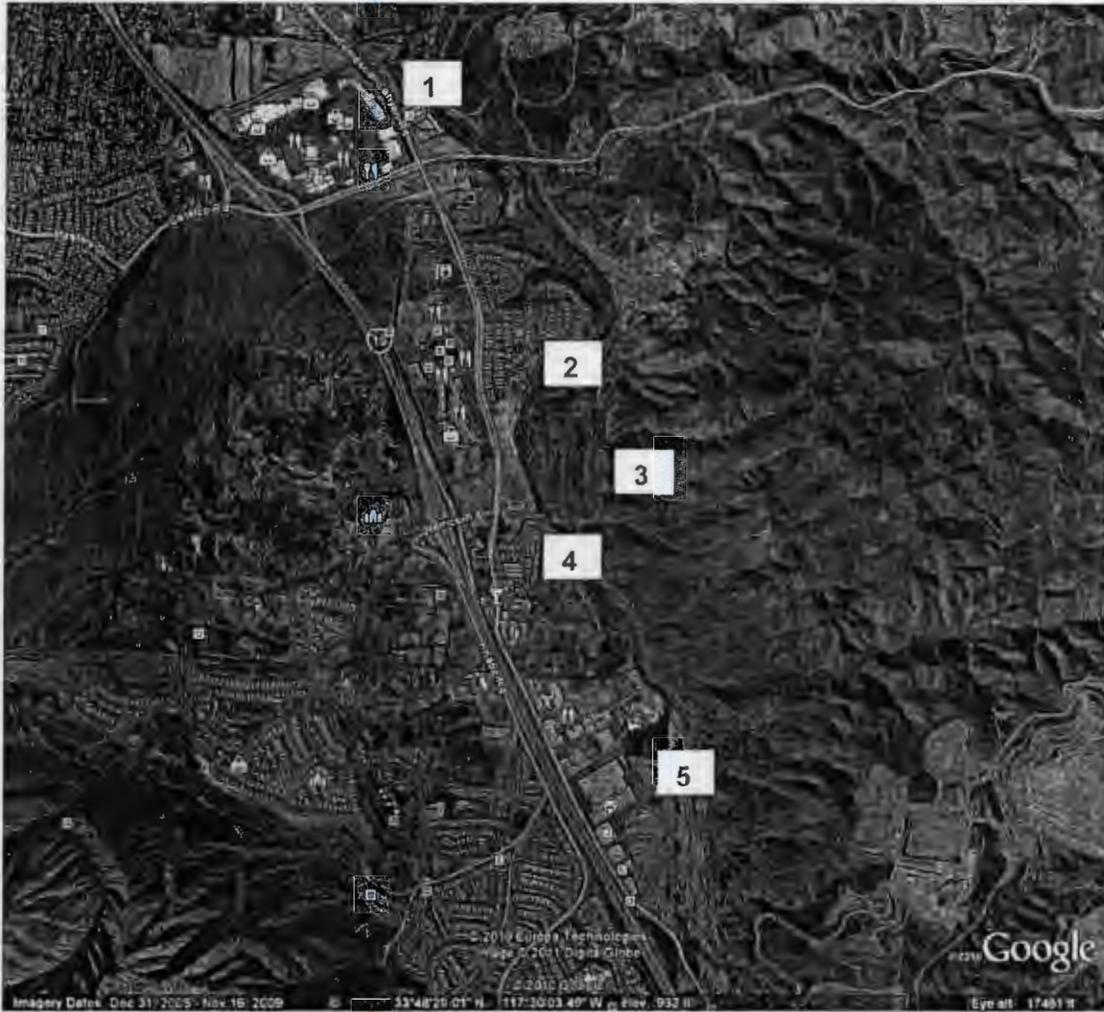
Tasks:	Due Dates:
Task 1: Draft Conservation Easement Document.	October 2011
Task 2: GPS waypoints and create overlay map.	November 2011
Task 3: Accept conservation easement from Lee Lake Water District	January 2012
Task 4 : Recordation of conservation easement	January 31, 2013

6. Expected Results: The results of the project will be to secure riparian habitat lands in a long-term conservation easement and to assist with the protection of the hydrologic and habitat values of the Temescal Wash.

Task Budget

Task	Description	Cost
1	Draft conservation easement document and obtain title report	\$6,000.00
2	GPS waypoints and create overlay map for easement document	\$682.00
3	Purchase of easement by Lee Lake Water District.	\$150,000.00
4	Recordation of easement	\$1,755.00
5	Project Management and Administration (minus easement purchase)	\$1,174.00
	Total Project Cost	\$157,856.00

Map A of Current Conservation Easements and Proposed SEP Easement (#5)



1. Chandler Conservation Easement – 7.86 acres
2. Dos Lagos Temescal Creek Conservation Easement – 13.10 acres
3. Dos Lagos Open Space Fee-Title Reserve – 135 acres
4. Lee Lake Conservation Easement – 30 acres
5. Proposed SEP – Lee Lake #2 Conservation Easement (acres TBD).

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION
(Region 8)

SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP)
Certificate of Completion

The following information is provided as proof of completion of the SEP project described below.

Project Proponent: *Riverside-Corona Resource Conservation District*

Contact Person: *Kerwin Russell*

Phone: *(951) 683-3814* E-Mail: *Russell@rcrcd.com*

Name of Project: *Delco Conservation Easement – Temescal Creek, Corona, CA*

Project Summary: (you may attach a final project report or additional sheets for project summary)

Date Project Started: _____

Date of Completion: _____

SEP Money Allocated for the Project: \$150,000

Enforcement Order No. and Name of Discharger: *R8-2009-0049/R8-2011-0003, Lee Lake Water District*

Date the Amount Was Sent to Project Proponent: _____

Total Project Cost (including funds from other sources): \$ _____

How was the SEP Fund Used for This Project?¹

Overhead/Management	\$ _____
Design/Consultation	\$ _____
Construction/Implementation	\$ _____

¹ This may include external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon the Implementing Party's normal project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. To substantiate the expenses, the Implementing Party may provide copies of invoices, receipts, etc. The certification need not address any costs incurred by the Regional Water Board for oversight.

Lab and analytical costs \$ _____
Other expenses (explain) \$ _____

Total Project Cost (SEP \$ only) \$ _____

Under penalty of perjury under the laws of the State of California, I certify that: (1) the entire amount of the SEP funding received has been used for the project as indicated above; (2) the portion of the project for which this SEP funding was earmarked has been completed in accordance with Order No. R8-2011-0003; (3) the Implementing Party followed all applicable environmental laws and regulations in the implementation of the SEP including, but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act.

SIGNATURE: _____ ***Date:*** _____

Name: _____ ***Title:*** _____