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 18 SANTA BARBARA CHANNELKEEPER

19 **UNITED STATES DISTRICT COURT**  
 20 **CENTRAL DISTRICT OF CALIFORNIA**

21 SANTA BARBARA CHANNELKEEPER, ) CASE NO. CV 11-03624 JHN  
 22 a California non-profit corporation, ) (AGRx)

23 Plaintiff, ) [PROPOSED] CONSENT DECREE

24 v. )

25 CITY OF SANTA BARBARA, a California )  
 26 municipal corporation, )

27 Defendants. )  
 28



1           WHEREAS, on February 24, 2011, Channelkeeper issued a sixty (60) day  
2 notice letter (“Notice Letter”) to the City. The Notice Letter alleged violations of  
3 the Clean Water Act, the POTW Permit, and the MS4 Permit for sanitary sewer  
4 overflows (“SSOs”) from the City Collection System and informed the City of  
5 Channelkeeper’s intention to file suit against the City. The Notice Letter was sent to  
6 the Administrator of the United States Environmental Protection Agency (“EPA”),  
7 the Administrator of EPA Region IX, and the Executive Director of the State Water  
8 Resources Control Board (“State Board”), as required by section 505(b)(1)(A) of the  
9 Clean Water Act, 33 U.S.C. § 1365(b)(1)(A). The Notice Letter was also sent to the  
10 Executive Officer of the Regional Board;

11           WHEREAS, on April 27, 2011, Channelkeeper filed its complaint against the  
12 City in the United States District Court for the Central District of California, Case  
13 No. CV-11-03624 JHN (AGRx) (hereinafter “Complaint”);

14           WHEREAS, on October 25, 2011, Channelkeeper issued a supplemental sixty  
15 (60) day notice letter (“Supplemental Notice Letter”). The Supplemental Notice  
16 Letter alleged violations of the Clean Water Act, the POTW Permit, and the MS4  
17 Permit for alleged discharges of raw sewage from the City Collection System into  
18 the MS4 via cracks, holes or other pipe defects, and of Channelkeeper’s intention to  
19 amend the Complaint to add these claims. The Supplemental Notice Letter was sent  
20 to the Administrator of the United States Environmental Protection Agency  
21 (“EPA”), the Administrator of EPA Region IX, and the Executive Director of the  
22 State Water Resources Control Board (“State Board”), as required by section  
23 505(b)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(b)(1)(A). The  
24 Supplemental Notice Letter was also sent to the Executive Officer of the Regional  
25 Board

26           WHEREAS, the City denies Channelkeeper’s allegations that it has violated  
27 the Clean Water Act or any permit and denies it has liability to Channelkeeper;

28           WHEREAS, the Parties, through their authorized representatives and without

1 either adjudication of the Complaint's claims or admission by the City of any  
2 alleged violation or other wrongdoing, have chosen to resolve this action through  
3 settlement to avoid the costs and uncertainties of further litigation;

4 WHEREAS, the City has executed a Service Contract with Brown and  
5 Caldwell ("B&C") for Development of Wastewater Collection System Strategic  
6 Management Program – ("Phase I Agreement") dated January 11, 2011, to:

- 7 • Review and update the City's routine cleaning and Accelerated  
8 Cleaning Programs, including development of standardized procedures  
9 for cleaning and for reporting maintenance activities;
- 10 • Review and update the City's emergency SSO response program;
- 11 • Update the City's Computerized Maintenance Management Software  
12 ("CMMS") to implement improvements to the City's asset  
13 management program; and
- 14 • Link the City's CMMS to its Geographic Information System ("GIS");

15 WHEREAS, the City has also executed a Service Contract with B&C for  
16 Development of Wastewater System Strategic Management Program - ("Phase II  
17 Agreement") dated June 7, 2011, to:

- 18 • Develop a plan for inspecting and assessing the condition of Gravity  
19 Sewers;
- 20 • Develop a method for prioritizing future replacement, rehabilitation,  
21 and repair projects;
- 22 • Assess the condition of the City's pump stations and Force Mains and  
23 make recommendations for prioritizing needed repairs;
- 24 • Review and update the City's FOG program; and
- 25 • Update the City's current Sewer System Management Plan;

26 WHEREAS, this Consent Decree requires the City to continue its work with  
27 B&C to implement certain provisions set forth herein;

28 WHEREAS, all actions taken by the City pursuant to this Consent Decree will

1 be made in compliance with all applicable federal, state and local rules and  
2 regulations; and

3  
4 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE**  
5 **PARTIES AND ADJUDGED, ORDERED AND DECREED BY THE COURT**  
6 **AS FOLLOWS:**

7 **I. GENERAL OBJECTIVES**

8 1. The objectives of this Consent Decree are:

- 9 a. To ensure that the City uses, implements, and improves its  
10 ways, means, and methods to prevent SSOs;  
11 b. To ensure that the City uses, implements, and improves its  
12 ways, means, and methods to comply with the Clean Water Act; and  
13 c. To further the goals and objectives of the Clean Water Act.

14 **II. DEFINITIONS**

15 2. Unless otherwise expressly defined herein, terms used in this Consent  
16 Decree that are defined in the Clean Water Act or in regulations, or in rules  
17 promulgated under the Clean Water Act, have the meaning assigned to them in the  
18 applicable statutes, regulations, or rules. Whenever terms listed below are used in  
19 this Consent Decree, the following definitions apply:

- 20 a. "10-Year 24-Hour Storm" means rainfall occurring over 24  
21 hours with rainfall amounts, as measured by a properly calibrated rain gage that  
22 records hourly rain data within the City, maintained by the County of Santa Barbara  
23 Flood Control District and located at the Santa Barbara County Building, Station  
24 234, expected to be equaled or exceeded every 10 years on average.  
25 b. "Consent Decree" means this Consent Decree, and any exhibits  
26 incorporated by reference to this Consent Decree.  
27 c. "Accelerated Cleaning Program" means the City's program to  
28 regularly clean Sewer Line Segments in the City Collection System that have been

1 identified, based on field observations, maintenance history, maintenance condition  
2 findings, CCTV assessments or other information to have a risk of causing a  
3 maintenance-related SSO.

4 d. "CCTV" means closed-circuit television.

5 e. "CIP" means the City's capital improvement plan for pipe repair,  
6 replacement and rehabilitation and other capital projects for the City Collection  
7 System, which is comprised of the Lift Station Maintenance Program and the  
8 Sanitary Sewer Overflow Compliance Program and other projects as from time to  
9 time may be added for collection system improvement.

10 f. "City" means the City of Santa Barbara.

11 g. "City Collection System" means the sewer pipes and lines,  
12 manholes or maintenance holes, and all appurtenances thereto owned by the City  
13 that are used to convey wastewater generated by residential, commercial, and  
14 industrial sources to the EE WWTP. For purposes of this Consent Decree, the City  
15 Collection System does not include building laterals.

16 h. "Day" means a calendar day. In computing any period of time  
17 under this Consent Decree, where the last day of such period is a Saturday, Sunday,  
18 or Federal or State Holiday, the period runs until the close of business on the next  
19 day that is not a Saturday, Sunday, or City or Federal or State Holiday.

20 i. "Gravity Sewer" means pipes within the City Collection System  
21 that convey wastewater by gravity flow.

22 j. "FOG" means fats, oil, and grease.

23 k. "Force Main" means the pipelines within the City Collection  
24 System that convey wastewater under pressure from the discharge side of a pump or  
25 pneumatic ejector to a discharge point.

26 l. "Sanitary Sewer Overflow" or "SSO" means any overflow, spill,  
27 release, discharge or diversion of untreated or partially treated wastewater from the  
28 City Collection System. SSOs include: (i) Overflows or releases of untreated or

1 partially treated wastewater that reach waters of the United States; (ii) Overflows or  
2 releases of untreated or partially treated wastewater that do not reach waters of the  
3 United States; and (iii) Wastewater backups into buildings and on private property  
4 that are caused by blockages or flow conditions within the publicly owned portion  
5 of a sanitary sewer system. For purposes of this Consent Decree, SSOs do not  
6 include overflows or releases of untreated or partially treated wastewater that reach  
7 the MS4 via the subsurface environment. For purposes of this definition, “waters of  
8 the United States” has the meaning as set forth in 40 C.F.R. § 122.2 and as  
9 interpreted in applicable case law.

10 m. “Sanitary Sewer Overflow Compliance Program” refers to the  
11 program identified in the City’s 2011-2016 Capital Improvement Plan dated March  
12 2010, as updated from time to time.

13 n. “Sewer Line Segment” means any section of publicly owned  
14 sewer line or pipe located between: (1) two manholes/maintenance holes; (2) a  
15 pump station and a manhole/maintenance hole; (3) a pump station or a  
16 manhole/maintenance hole and a Headworks structure; or (4) a sewer line or pipe  
17 otherwise identifiable as a discrete section.

18 o. “SSMP” means the Sewer System Management Plan developed  
19 by the City to manage, operate and maintain the City Collection System. State  
20 Water Resources Control Board Order No. 2006-0003-DWQ, *Statewide General*  
21 *WDR For Wastewater Collection Agencies*, ¶¶ 5-11, D.13.

22 p. “Year” will mean calendar year, unless otherwise specified.

23 **III. JURISDICTION AND VENUE**

24 3. For purposes of settlement, the Parties stipulate to the Court’s  
25 jurisdiction to enter and retain jurisdiction over the Parties to enforce the terms of  
26 this Consent Decree if necessary.

27 **IV. EFFECT OF CONSENT DECREE**

28 4. Notwithstanding the General Objectives of this Consent Decree,

1 Channelkeeper does not, by its consent to this Consent Decree, warrant or aver in  
2 any manner that the City's compliance with this Consent Decree will constitute or  
3 result in compliance with any federal or state law or regulation. This Consent  
4 Decree is neither a permit nor a modification of existing permits under any federal,  
5 state, or local law and in no way relieves the City of its responsibilities to comply  
6 with all applicable federal, state and local laws and regulations.

7 5. Nothing in this Consent Decree will be construed as an admission by  
8 the City, and the City does not intend to imply any admission as to any fact, finding,  
9 issue of law, or violation of law, nor will compliance with this Consent Decree be  
10 construed as an admission by the City of any fact, finding, conclusion, issue of law,  
11 or violation of law.

12 6. Compliance with this Consent Decree resolves Channelkeeper's civil  
13 claims for violations against the City, including all claims for civil penalties,  
14 injunctive relief and attorneys' fees.

#### 15 **V. APPLICABILITY**

16 7. The provisions of this Consent Decree apply to and bind the Parties,  
17 including any successors or assigns. The Parties certify that their undersigned  
18 representatives are fully authorized to enter into this Consent Decree, to execute it  
19 on behalf of the Parties, and to legally bind the Parties to its terms.

20 8. The Parties agree to be bound by this Consent Decree and not to contest  
21 its validity in any subsequent proceeding to implement or enforce its terms. The  
22 City does not admit liability for any purpose as to any allegation or matter arising  
23 out of the Notice Letter, the Supplemental Letter, and/or Complaint or subsequent  
24 incidents occurring during the term of this Consent Decree.

25 9. No change in ownership or corporate or other legal status of the City or  
26 any transfer of the City's assets or liabilities will in any way alter the responsibilities  
27 of the City, or any of its successors or assigns, under this Consent Decree.

28 10. In any action to enforce this Consent Decree, the City will not raise as a



1 defense the failure by any of its agents, servants, contractors, employees, and  
2 successors or assigns to take actions necessary to comply with this Consent Decree.

3 **VI. EFFECTIVE DATE AND TERMINATION DATE**

4 11. The term “Effective Date” shall mean the Effective Date of this  
5 Consent Decree, which shall be the date on which the District Court enters the final  
6 Consent Decree.

7 12. This Consent Decree will automatically and unconditionally terminate  
8 on March 31, 2017 (“Termination Date”) unless the City seeks early termination of  
9 this Consent Decree pursuant to this paragraph. The City may seek early  
10 termination of this Consent Decree if the City has no more than eight (8) SSOs per  
11 Year from the City Collection System in two consecutive calendar years.<sup>1</sup>

12 13. The City shall initiate early termination by submitting a letter to  
13 Channelkeeper demonstrating that it has satisfied the conditions of early termination  
14 set forth in Paragraph 12. Channelkeeper shall respond to the City’s letter within  
15 twenty (20) days indicating whether it agrees with the City’s contentions or request  
16 more information to determine whether to agree with the City’s contentions. If  
17 Channelkeeper agrees with the City’s contentions, then the City shall prepare a joint  
18 motion for termination of this Consent Decree for Channelkeeper’s review and  
19 signature. Channelkeeper shall not unreasonably withhold its signature. The City  
20 shall then file the joint motion for termination. If Channelkeeper disagrees with the  
21 City’s contentions or requests additional information, then the matter shall be  
22 subject to the Dispute Resolution provisions of Section XXV.

23 **VII. SSO REDUCTION PERFORMANCE STANDARDS**

24 14. The City will reduce its SSOs to comply with the following SSO  
25 Reduction Performance Standards and will direct B&C to design its

26 \_\_\_\_\_  
27 <sup>1</sup> For purposes of calculating compliance with the early termination provisions of Paragraph 12,  
28 SSOs that satisfy the requirements set forth in Paragraph 14(b) will not be counted.

1 recommendations referenced herein to achieve said standards<sup>2</sup>:

2 a. Limitation on total SSOs per year:

3 Table 1

4

5 Calendar Year	6 Maximum Number of SSOs
7 2012	8 18
9 2013	10 15
11 2014	12 12
13 2015	14 10
15 2016	16 8

17 b. For purposes of determining compliance with the SSO Reduction  
18 Performance Standards, SSOs caused by: (i) severe natural conditions (such as  
19 storm events exceeding a 10-Year 24-Hour Storm, hurricanes, tornadoes,  
20 earthquakes, tsunamis, and other similar natural conditions) or (ii) human-caused  
21 catastrophes (such as catastrophic fires or acts of terrorism) shall not be counted.

22 **VIII. SSO REDUCTION ACTION PLAN**

23 15. The City shall report any failure to meet the applicable SSO Reduction  
24 Performance Standard in each Annual Report required under Section XX of this  
25 Consent Decree. In the event the City fails to meet the applicable SSO Reduction  
26 Performance Standard for any particular Year (as set forth in Table 1), the City shall  
27 prepare an SSO Reduction Action Plan designed to achieve compliance with the  
28 SSO Reduction Performance Standard set forth for the following calendar year, and  
submit it to Channelkeeper concurrently with the City's Annual Report.

29 \_\_\_\_\_  
30 <sup>2</sup> The Parties acknowledge that B&C may disclaim any warranty that implementation of its  
31 recommendations will achieve SSO Reduction Performance Standards and may thus include such  
32 disclaimers along with any recommendations, studies or reports submitted to the City. Any such  
33 disclaimers by B&C shall not be considered a violation of this Consent Decree.

1           16. The SSO Reduction Action Plan shall specify the actions taken in the  
2 Year for which the Annual Report was submitted that were designed to achieve  
3 compliance with the SSO Reduction Performance Standards, and shall specify  
4 additional measures to be taken during the upcoming Year and thereafter to achieve  
5 compliance with the SSO Reduction Performance Standards. The SSO Reduction  
6 Action Plan shall include a proposed schedule for implementation of all actions  
7 proposed.

8           17. If the City does not comply with SSO Reduction Performance  
9 Standards because of one or more SSOs for which the City had no feasible  
10 alternatives, based on reasonable engineering judgment, that it could have  
11 implemented to avoid the SSO(s), then the City's SSO Reduction Action Plan shall  
12 include an explanation to that effect and need not propose additional actions.

13           18. Channelkeeper will review the Action Plan and submit comments, if  
14 any, on the Action Plan within thirty (30) days of receipt. The City shall consider  
15 Channelkeeper comments in good faith, and shall have fifteen (15) days from  
16 receipt of Channelkeeper's comments to either incorporate those comments into the  
17 Action Plan, or explain in writing why those comments were not accepted. Disputes  
18 as to the adequacy of the Action Plan are to be resolved via Dispute Resolution as  
19 set out in Section XXV below. Following agreement on, or resolution of any  
20 dispute regarding the SSO Reduction Action Plan, the requirements and terms of the  
21 SSO Reduction Action Plan shall become enforceable elements of this Consent  
22 Decree subject to Dispute Resolution provisions of Section XXV.

23           19. The City may modify an SSO Reduction Action Plan as necessary to  
24 account for new information or changed circumstances. The terms of any SSO  
25 Reduction Action Plan in place at the time the City seeks modification remain in  
26 effect until the modified Action Plan becomes effective. To modify an SSO  
27 Reduction Action Plan, the City will provide Channelkeeper with a copy of the  
28 revised plan along with an explanation of the new information or changed

1 circumstances that necessitated the modification. Channelkeeper will review the  
2 modified Action Plan and submit comments, if any, on the modified Action Plan  
3 within thirty (30) days of receipt. The City shall consider Channelkeeper comments  
4 in good faith, and shall have fifteen (15) days from receipt of Channelkeeper's  
5 comments to either incorporate those comments into the modified Action Plan, or  
6 explain in writing why those comments were not accepted. Disputes as to the  
7 adequacy of the Action Plan are to be resolved via Dispute Resolution as set out in  
8 Section XXV below. Following agreement on, or resolution of any dispute  
9 regarding the modified SSO Reduction Action Plan, the requirements and terms of  
10 the modified SSO Reduction Action Plan shall become enforceable elements of this  
11 Consent Decree subject to the Dispute Resolution provisions of Section XXV.

#### 12 **IX. FATS, OILS AND GREASE PROGRAM**

13 20. The City shall continue to implement its existing residential and  
14 commercial FOG program pending implementation of program improvements  
15 recommended by B&C. On or before July 31, 2012, the City shall cause B&C to  
16 assess the adequacy of the City's existing FOG program to reduce FOG related  
17 spills, and to prepare a FOG Program Plan. The FOG Program Plan shall set forth  
18 B&C's recommendations for improvements to the City's FOG program to reduce  
19 the City's FOG related spills, including a brief cost benefit analysis comparing the  
20 cost and effectiveness of cleaning to FOG source control. On or before December  
21 31, 2012, the City shall implement the FOG Program Plan recommended by B&C.

#### 22 **X. SSO RESPONSE AND REPORTING PROGRAM**

23 21. Within thirty (30) days of the Effective Date, the City shall cause B&C  
24 to review and analyze the City's existing SSO response, record keeping, notification  
25 and reporting program and to prepare an updated SSO Response and Reporting Plan  
26 that incorporates B&C's recommendations for improvements to the City's SSO  
27 response program. The updated SSO Response and Reporting Plan shall at a  
28 minimum require that the City:

- 1 a) adopts a spill volume estimate methodology, and trains spill responders
- 2 in its use and requires that spill responders use that methodology;
- 3 b) accurately reports whether the spill reaches the MS4, and whether the
- 4 MS4 is flowing;
- 5 c) accurately reports the receiving water to which the spill is discharged,
- 6 including spills to the MS4 which then discharge to a receiving water;
- 7 d) accurately describes all spill response measures, including clean up,
- 8 and spill cause;
- 9 e) except for SSOs clearly caused by storm events exceeding a 10-Year
- 10 24-Hour storm, requires follow up CCTV inspection to further identify or
- 11 confirm the cause of the spill, and identify an appropriate approach to prevent
- 12 future spills from the same location;
- 13 f) identifies all spills caused by roots entering the sewer main from
- 14 laterals; and
- 15 g) accurately notes rainfall at the time of the spill.

16 22. The City shall implement the updated SSO Response and Reporting  
17 Plan within ninety (90) days of the Effective Date.

18 23. Disputes as to the adequacy of the SSO Response and Reporting Plan  
19 shall be resolved via Dispute Resolution as set out in Section XXV below.

20 **XI. SYSTEM-WIDE SEWER CLEANING AND ACCELERATED**  
21 **CLEANING PROGRAMS**

22 24. The City shall continue to clean all of its gravity Sewer Line Segments  
23 eighteen (18) inches in diameter or smaller in the City Collection System at least  
24 once every five (5) years.

25 25. The City shall continue to include 4-month, 6-month, 12-month and 24-  
26 month cleaning frequencies in its Accelerated Cleaning Program. The City shall  
27 include any Sewer Line Segment that has a blockage caused by roots, debris, grease  
28 or pipe condition in its Accelerated Cleaning Program; provided however, in the

1 event a Sewer Line Segment has been repaired, rehabilitated or replaced, or the  
2 source of the materials causing the need for accelerated cleaning is eliminated, the  
3 City may remove such Sewer Line Segment from the Accelerated Cleaning  
4 Program. The Accelerated Cleaning Program results will be maintained in the  
5 City's CMMS system.

6 26. Within thirty (30) days of the Effective Date, the City shall cause B&C  
7 to review and evaluate the City's existing cleaning program and to recommend  
8 improvements, and prepare a Cleaning Program Plan setting forth the recommended  
9 cleaning program. The Cleaning Program Plan shall address: cleaning methods,  
10 strategies and procedures; methods, strategies and procedures for root control;  
11 quality assurance quality control program; procedures for recording cleaning  
12 findings; and methodology for changing cleaning frequency based on cleaning  
13 findings.

14 27. The City shall implement the Cleaning Program Plan within ninety (90)  
15 days of the Effective Date.

16 28. Disputes as to the adequacy of the Cleaning Program Plan shall be  
17 resolved via Dispute Resolution as set out in Section XXV below.

## 18 XII. SEWER CONDITION ASSESSMENT

19 29. On or before July 31, 2012, the City shall cause B&C to develop a  
20 CCTV and Condition Assessment Work Plan. The Plan shall include a schedule for  
21 assessing all of the Gravity Sewers in the City Collection System. The condition of  
22 each Sewer Line Segment inspected using CCTV shall be coded using the Pipeline  
23 Assessment and Certification Program ("PACP") table attached as Exhibit A.

24 30. Disputes as to the adequacy of the Condition Assessment Work Plan  
25 shall be resolved via Dispute Resolution as set out in Section XXV below.

26 31. On or before December 31, 2012, the City shall begin implementation  
27 of the CCTV and Condition Assessment Work Plan, and shall implement pipe repair  
28 and/or replacement as set forth in the PACP Coding matrix.



1 City shall develop a database of pipe invert elevations or other verifiable and  
2 reliable information, such as as-built drawings, measurement of invert depths of  
3 manholes, or interpolation of invert elevations from reasonably close known invert  
4 elevations, which will allow the City to evaluate the relative depths of the sewer  
5 pipes in the entire City Collection System and separate storm sewer pipes in the  
6 City's entire MS4. This database shall be used to identify High Risk Pipes as  
7 defined in Paragraph 42 below.

8       36. Within thirty (30) days of the Effective Date, the City shall implement  
9 and maintain an updated CMMS system, linked to GIS, to record and track pertinent  
10 asset management, operations, and maintenance. This information system shall be  
11 used to plan system operation and maintenance and capital improvement projects.

12       37. Within thirty (30) days of the Effective Date, the City shall cause B&C  
13 to review and analyze the City Collection System pipe and manhole attribute data  
14 and identify any data gaps that are critical to the operation and maintenance of the  
15 City Collection System. By July 31, 2012, the City shall cause B&C to develop a  
16 plan to populate the City's GIS and CMMS databases to address critical data gaps  
17 identified by B&C. The City shall adopt and implement B&C's plan to populate the  
18 City's GIS and CMMS databases within one year of the Effective Date.

#### 19                   **XVI. CAPITAL IMPROVEMENT PROJECTS**

20       38. The City shall continue its longstanding program of repair,  
21 rehabilitation, or replacement of one (1) percent of the City Collection System sewer  
22 mains per Year. Specifically, the City shall repair, rehabilitate or replace a total of  
23 two and fifty-six hundredths (2.56) miles of sewer pipe each Year. If the City  
24 repairs, rehabilitates or replaces more than two and fifty-six hundredths (2.56) miles  
25 in any Year, that additional length of pipe shall be credited to the City in the  
26 following Year(s). Pipes repaired, rehabilitated, or replaced to satisfy this paragraph  
27 shall be exclusive of pipes repaired, rehabilitated, or replaced to satisfy Section  
28 XVII below.





1 Pipes, or not, by June 30, 2013.

2 43. The City shall repair, rehabilitate, or replace a total of two (2) miles of  
3 High Risk Pipes each Year beginning in 2012. High Risk Pipes in the Laguna  
4 Watershed will be prioritized in 2012 using currently available age, material and  
5 condition information and considering water quality data. If the City repairs,  
6 rehabilitates or replaces more than two (2) miles in any Year, that additional length  
7 of pipe shall be credited to the City in the following Year(s). The Parties understand  
8 and acknowledge that, notwithstanding any provision to the contrary set forth  
9 herein, the City shall not be required to spend more than nine hundred thousand  
10 dollars (\$900,000.00) to repair, rehabilitate or replace High Risk Pipes in any Year.  
11 If, in any Year, the City expends less than nine hundred thousand dollars  
12 (\$900,000.00) to repair, rehabilitate or replace High Risk Pipes, the difference  
13 between the amount spent that Year and nine hundred thousand dollars  
14 (\$900,000.00) [herein "Rollover Amount"] shall carry forward to the following Year  
15 and the maximum amount the City may be required to spend pursuant to this Section  
16 XVII in that Year shall be increased by the Rollover Amount. For example, if in  
17 Year 1 the City spends \$800,000.00 to repair, rehabilitate or replace High Risk Pipes  
18 pursuant to this Section XVII, the City may be required to spend up to  
19 \$1,000,000.00 to repair, rehabilitate or replace High Risk Pipes in Year 2; the  
20 amount which is not spent in Year 2 will carry over to Year 3 and so on for each  
21 Year until the Consent Decree terminates. Upon the termination of the Consent  
22 Decree any funds that remain from said Rollover Amount shall be deposited in the  
23 Supplemental Collection System Sewer Pipe Rehabilitation Account.

24 44. To ensure necessary information is available to prioritize High Risk  
25 Pipes for repair, rehabilitation, and replacement, the City shall:

26 a. Assess the condition of all High Risk Pipes using CCTV and  
27 assign them a PACP grade by December 31, 2015;

28 b. Evaluate water quality data in the prioritization of High Risk

1 Pipes, both for condition assessment and for repair, rehabilitation or replacement;  
2 c. Consider location of sewer pipes relative to the MS4 pipes.  
3 Sewer pipes that cross above the storm sewer pipes shall be prioritized over those  
4 sewer pipes that do not.

5 45. Within ninety (90) days of the Effective Date, and thereafter by March  
6 31 of each Year this Consent Decree remains in effect, the City shall submit an  
7 Annual Exfiltration Abatement Program Plan to Channelkeeper. The Annual  
8 Exfiltration Abatement Program Plan shall be designed to eliminate the threat to  
9 water quality from High Risk Pipes and shall:

10 a. Describe the Exfiltration Abatement Program activities for the  
11 preceding Year;

12 b. Identify all storm sewer pipes and sanitary sewer pipes the City  
13 considered to determine which sanitary sewer pipes are High Risk Pipes, which  
14 High Risk Pipes the City considered for repair, rehabilitation and replacement, and  
15 which of those the City intends to repair, rehabilitate or replace during that Year;

16 c. Include an ESRI GIS Shapefile for the pipes identified in  
17 subparagraph (b) above that contains the pipe ID number, upstream manhole  
18 identifier, downstream manhole identifier, upstream and downstream invert  
19 elevations, pipe age (for sanitary sewer pipes only), pipe material (for sanitary sewer  
20 pipes only), pipe diameter, and whether the specific sanitary sewer pipe was selected  
21 for repair, rehabilitation or replacement; and

22 d. Describe how the factors listed in Paragraph 44 were used to  
23 prioritize the pipes selected for repair, rehabilitation or replacement.

24 46. Following the City's submission of the Exfiltration Abatement Program  
25 Plan, and for every Year that the Consent Decree is in effect, the City will agendize  
26 a City Council meeting for City staff to brief the City Council on the status of the  
27 implementation of the Consent Decree. Channelkeeper will be allowed up to twenty  
28 (20) minutes each Year to present comments to the City Council in connection with

1 this agenda item. The City will use this opportunity (1) to inform Channelkeeper of  
2 its proposed Plan and (2) to provide a summary of completed work undertaken  
3 pursuant to this Consent Decree.

4 47. Channelkeeper will review the Annual Exfiltration Abatement Program  
5 Plan and submit comments, if any, on the Annual Exfiltration Abatement Program  
6 Plan within thirty (30) days of receipt. The City shall consider Channelkeeper  
7 comments in good faith, and shall have fifteen (15) days from receipt of  
8 Channelkeeper's comments to either incorporate those comments into the Annual  
9 Exfiltration Abatement Program Plan, or explain in writing why those comments  
10 were not accepted. Disputes as to the adequacy of the Annual Exfiltration  
11 Abatement Program Plan shall be resolved via Dispute Resolution as set out in  
12 Section XXV below.

#### 13 XVIII. SSMP

14 48. By August 31, 2012, the City shall cause B&C to revise the City's  
15 SSMP to incorporate the improvements made to the City's sewer system asset  
16 management program recommended by B&C and the requirements of Section XVII  
17 of this Consent Decree.

#### 18 XIX. CONSENT DECREE EXPENDITURES

19 49. Notwithstanding any provision to the contrary set forth herein, the City  
20 shall not be required to spend more than five million one hundred thousand eight  
21 hundred ninety-one dollars (\$5,100,891.00) to comply with the terms of this  
22 Consent Decree for each Year during the term of this Consent Decree, which  
23 amount shall increase by one (1) percent per Year during the term of this Consent  
24 Decree for purposes of inflation in accordance with Table 2 below [herein  
25 "Expenditure Cap"]. The Expenditure Cap is exclusive of, and expressly does not  
26 include, any funds the City may spend on the EE WWTP during the term of this  
27 Consent Decree. The Expenditure Cap shall also increase from year to year by any  
28 Rollover Amount as discussed in Section XVII Paragraph 43 above. If the City

1 does not meet the SSO Reduction Performance Standard for a given Year, the  
2 annual Expenditure Cap on the City's Consent Decree expenditures pursuant to this  
3 Paragraph shall increase by three (3) percent of the City Collection System  
4 Operating Budget for the following Year.

5 Table 2

6

Year 1	Year 2	Year 3	Year 4	Year 5
\$5,100,891	\$5,151,900	\$5,203,419	\$5,255,453	\$5,308,008

7

8  
9 **XX. ANNUAL REPORT ON COLLECTION SYSTEM**

10 50. Beginning March 31, 2013, and by March 31st of each Year thereafter  
11 that this Consent Decree remains in effect, City shall submit an Annual Report to  
12 Channelkeeper. The Annual Report shall provide details relevant to the City's  
13 implementation of, and compliance with, this Consent Decree during the preceding  
14 Year, including:

- 15 a. A statement and explanation of the City's compliance or non-  
16 compliance with the SSO Reduction Performance Standard for the preceding Year;
- 17 b. Any program modifications or delays during the preceding Year;
- 18 c. CCTV inspection schedules in the upcoming Year for inspection  
19 of Gravity Sewers.
- 20 d. A statement of:
- 21 i. the miles of sewer that were assessed in the preceding  
22 Year;
- 23 ii. the miles of sewer assessed receiving each grade in the  
24 PACP grading system;
- 25 iii. a summary of the mileage and identification of sewers  
26 repaired, rehabilitated, and/or replaced during the preceding Year; and
- 27 e. Identification of the sewer segments cleaned.
- 28

1                   **XXI. CHANNELKEEPER REVIEW OF CONSENT DECREE**  
2                                   **DELIVERABLES**

3           51. Channelkeeper may review and comment upon the Reports or  
4 Programs required by this Consent Decree. Channelkeeper will submit comments,  
5 if any, on the Report or Program within thirty (30) days of receipt. Unless provided  
6 otherwise, the City shall consider Channelkeeper comments in good faith and shall  
7 have twenty (20) days from receipt of Channelkeeper's comments to either  
8 incorporate those comments into the Report or Program or explain in writing why  
9 those comments were not accepted.

10                   **XXII. PAYMENT OF LITIGATION COSTS,**  
11                   **MONITORING OF CONSENT DECREE COMPLIANCE AND**  
12                   **SUPPLEMENTAL ENVIRONMENTAL PROJECT**

13           52. To help defray Channelkeeper's attorneys, consultant, and expert fees  
14 and costs, and any other costs incurred as a result of investigating, filing this action,  
15 and negotiating a settlement, City shall pay Channelkeeper the sum of three hundred  
16 thirty-seven thousand and five hundred dollars (\$337,500.00), which shall include  
17 all attorneys' fees and costs for all services performed by and on behalf of  
18 Channelkeeper by its attorneys and consultants. The payment shall be made within  
19 ten (10) days of the Effective Date of this Consent Decree. The payment shall be  
20 made in the form of a check payable to "Lawyers for Clean Water Attorney Client  
21 Trust Account" addressed to: 1004-A O'Reilly Avenue, San Francisco,  
22 California 94129, sent overnight delivery, and except as specifically otherwise  
23 provided in Paragraphs 53 and 65, shall constitute settlement for all costs of  
24 litigation incurred by Channelkeeper that have or could have been claimed in  
25 connection with or arising out of Channelkeeper's lawsuit, up to and including the  
26 Termination Date.

27           53. To compensate Channelkeeper for time to be spent by legal staff or  
28 technical consultants reviewing compliance reports and monitoring City's  
compliance with the terms of this Consent Decree, or participating in any Informal



1 may do so in order to allow the City to promptly address any alleged deficiency.

2 57. The City shall pay the following stipulated payments in the event that it  
3 files a late report covered herein after the grace period:

4 a. The City shall pay \$100.00 per day until the report is filed, up to  
5 thirty (30) days for a total amount of up to \$3,000.00.

6 b. For any report more than thirty (30) days late, the City shall pay  
7 \$3,000.00.

8 c. For any report more than ninety (90) days late, the City shall pay  
9 \$5,000.00.

10 d. The above penalties are cumulative, as applicable, to a maximum  
11 penalty of \$11,000.00 per report.  
12

13 58. In the event a required report is submitted late, Channelkeeper shall  
14 notify the City of receipt of the late report and shall include an invoice for the  
15 amount of the stipulated penalty, if any, due and payable. The City shall contact  
16 Channelkeeper within five (5) days if the City disagrees with Channelkeeper's  
17 stipulated penalty calculation and may meet and confer with Channelkeeper or seek  
18 Dispute Resolution pursuant to Section XXV. The City shall pay any stipulated  
19 payments due pursuant to this Consent Decree within thirty (30) days after receipt of  
20 Channelkeeper's invoice itemizing the stipulated payment liability, or within thirty  
21 (30) days after resolution of a dispute in favor of Channelkeeper if Dispute  
22 Resolution has been invoked.

23 59. All payments of stipulated penalties described above shall be paid by  
24 the City via overnight mail to: the Watershed Management Group's Santa Barbara  
25 Green Living Co-op Low Impact Development Program. Nothing in this Consent  
26 Decree shall prevent Channelkeeper from waiving any stipulated penalties which  
27 might be due under this Section XXIII, based on the outcome of the Informal  
28 Dispute Resolution (as defined in Paragraph 63 below) process or based on the



1 City's good faith efforts.

2 **XXIV. SUBMISSION OF CONSENT DECREE FOR AGENCY REVIEW**

3 60. Channelkeeper shall submit a copy of this Consent Decree to EPA and  
4 the United States Department of Justice ("DOJ") within three (3) days of its  
5 execution for agency review consistent with 40 C.F.R. § 135.5. In the event that  
6 EPA or DOJ comment negatively on the provisions of this Consent Decree, the  
7 Parties agree to meet and confer to attempt to resolve the issue(s) raised by EPA or  
8 DOJ.

9 61. Within three (3) days of execution of this Consent Decree by the  
10 Parties, Channelkeeper shall notify the Court of the Parties' tentative settlement  
11 pending the review of the Consent Decree by DOJ and EPA required by 40 C.F.R. §  
12 135.5. Following the DOJ and EPA review period (and after the completion of the  
13 meet and confer process referred to in the preceding paragraph, if any),  
14 Channelkeeper will thereafter promptly request the Court to enter this Consent  
15 Decree.

16 **XXV. DISPUTE RESOLUTION**

17 62. The Dispute Resolution procedures set forth in this Section shall be the  
18 exclusive mechanism for resolving disputes between the Parties with regard to any  
19 aspect of this Consent Decree.

20 63. Either Party to this Consent Decree shall invoke the dispute resolution  
21 procedures of this Section by notifying the other Party in writing of the matter(s) in  
22 dispute and of the Party's proposal to resolve the dispute under this Section. The  
23 Parties shall meet and confer in a good faith attempt to resolve the dispute  
24 informally ("Informal Dispute Resolution") within thirty (30) calendar days from  
25 the date of the notice.

26 64. If the Parties cannot resolve a dispute within forty-five (45) calendar  
27 days from the date of the notice as specified in Paragraph 63 above, the Party  
28 invoking Informal Dispute Resolution may invoke formal dispute resolution

1 (“Formal Dispute Resolution”) by filing a motion before the District Court.

2       65.    Litigation costs and fees incurred in Formal Dispute Resolution,  
3 including an alleged breach of this Consent Decree, shall be awarded in accord with  
4 the standard established by section 505 of the Clean Water Act, 33 U.S.C. § 1365,  
5 and case law interpreting that standard.

6       **XXVI. MUTUAL RELEASE OF LIABILITY AND FORCE MAJEURE**

7       66.    In consideration of the above, upon the Effective Date of this Consent  
8 Decree, the Parties hereby fully release, except as expressly provided below, each  
9 other and their respective successors, assigns, officers, agents, employees, elected  
10 and appointed officials and all persons, firms, and corporations having an interest in  
11 them, from any and all claims, known or unknown, based upon the facts alleged in  
12 the Notice Letter, Supplemental Notice Letter, and Complaint. Except for claims  
13 for the City’s failure to comply with this Consent Decree, Channelkeeper further  
14 releases the City, and its successors and assigns, from any and all claims pertaining  
15 to alleged SSOs or other releases of wastewater from the City Collection System  
16 that may occur between the Effective Date and the termination of this Consent  
17 Decree.

18       67.    Nothing in this Consent Decree limits or otherwise affects  
19 Channelkeeper’s right to address or take any position that it deems necessary or  
20 appropriate in any formal or informal proceeding before the Regional Board, EPA,  
21 or any other judicial or administrative body on any other matter relating to the City.

22       68.    Neither this Consent Decree nor any legal matter associated with this  
23 Consent Decree will constitute or be construed as a finding, adjudication, or  
24 acknowledgement of any fact, law, or liability, nor will it be construed as an  
25 admission of violation of any law, rule, or regulation. The City maintains and  
26 reserves all defenses it may have to any alleged violations that may be raised in the  
27 future.

28       69.    The City’s obligation to comply with one or more of the provisions of

1 this Consent Decree will be deferred to the extent and for the duration that the delay  
2 in compliance is caused by impossibility due to an event or circumstances beyond  
3 the reasonable control of the City and that could not have been reasonably foreseen  
4 and prevented by the exercise of due diligence by the City.

5       70. Any delays due to the City's failure to make timely and bona fide  
6 applications, the City's failure to exercise diligent efforts to comply with the terms  
7 in this Consent Decree, or normal inclement weather, will not, in any event, be  
8 considered to be circumstances beyond the City's control.

9       71. If the City claims impossibility, it will notify Channelkeeper in writing  
10 within thirty (30) days of the date that the City first knew of the event or  
11 circumstance that caused or would cause a delay in compliance with this Consent  
12 Decree, or the date the City should have known of the event or circumstance by the  
13 exercise of due diligence. The notice will describe the reason for the  
14 nonperformance and specifically refer to this Section of this Consent Decree. It will  
15 describe the anticipated length of time the delay may persist, the cause or causes of  
16 the delay, the measures taken or to be taken by the City to prevent or minimize the  
17 delay, the schedule by which the measures will be implemented, and the anticipated  
18 date of compliance. The City will adopt all reasonable measures to avoid and  
19 minimize such delays. If Channelkeeper disagrees with the City's notice, or in the  
20 event that the Parties cannot timely agree on the terms of new performance  
21 deadlines or requirements, either Party will have the right to invoke the Dispute  
22 Resolution procedures pursuant to Section XXV of this Consent Decree.

## 23                   **XXVII. NOTICES AND SUBMISSIONS**

24       72. Any notifications, submissions, or communications to Channelkeeper  
25 or to the City pursuant to this Consent Decree will be, to the extent feasible, sent via  
26 electronic mail transmission to the e-mail addresses listed below (electronic return  
27 receipt requested) or, if electronic transmission is not feasible, via U.S. Mail or hand  
28 delivery to the following addresses. Any change in the individuals or addresses

1 designated by any Party must be made in writing to all Parties, but the Parties  
2 stipulate and agree that the Parties need not amend this Consent Decree to effectuate  
3 a change in the notice recipients.

4 If to CHANNELKEEPER:

5 Santa Barbara Channelkeeper  
6 Kira Redmond, Executive Director  
7 714 Bond Avenue  
8 Santa Barbara, CA 93103  
9 Telephone: (805) 563-3377  
Facsimile: (805) 687-5635  
Email: kira@sbck.org

10 Drevet Hunt  
11 Lawyers for Clean Water, Inc.  
12 1004 O'Reilly Avenue  
13 San Francisco, CA 94129  
Telephone: (415) 440-6520  
Email: drev@lawyersforcleanwater.com

14 If to the CITY:

15 City of Santa Barbara  
16 735 Anacapa Street  
17 City of Santa Barbara, CA 93101  
18 Telephone: (805) 564-5305  
19 Facsimile: (805) 897-1993  
Email: JArmstrong@SantaBarbaraCA.gov

20 Attn: City Administrator

21 City of Santa Barbara  
22 630 Garden Street  
23 City of Santa Barbara, CA 93102  
24 Telephone: (805) 564-5378  
25 Facsimile: (805) 897-2613  
26 Email: CAndersen@SantaBarbaraCA.gov  
27 Attn: Public Works Director

28 City of Santa Barbara  
Post Office Box 1990  
Santa Barbara, CA 93102-1990

1 Telephone: (805) 564-5332  
2 Facsimile: (805) 897-2532  
3 Email: SKnecht@SantaBarbaraCA.gov  
4 Attn: Sarah Knecht

5 Gregory Newmark  
6 Meyers, Nave, Riback, Silver & Wilson  
7 633 West 5th Street, Suite 1700  
8 Los Angeles, CA 90071  
9 Telephone: (213) 626-2906  
10 Facsimile: (213) 626-0215  
11 Email: gnewmark@meyersnave.com

12 73. Notices submitted in accordance with this Section will be deemed  
13 submitted on the date they are postmarked or, if sent electronically, they will be  
14 deemed submitted upon transmission, but a notice is not effective if the sending  
15 Party learns that it did not reach the Party to be notified. Notwithstanding the  
16 sender's receipt of a successful delivery notification, a recipient that fails to receive  
17 the submission may request delivery by other means. Such a request does not affect  
18 the timeliness of the original submission.

19 74. The City also agrees to provide to Channelkeeper any new or existing  
20 final technical reports or documents within the City's custody or control that are  
21 reasonably necessary to confirm City Collection System performance and/or  
22 compliance with this Consent Decree within thirty (30) days of written request by  
23 Channelkeeper.

24 75. During the life of this Consent Decree, the City will preserve at least  
25 one legible copy of all records and documents, including computer-stored  
26 information, which memorializes performance of its obligations under this Consent  
27 Decree.

## 28 **XXVIII. GENERAL PROVISIONS**

76. Continuing Jurisdiction. The Parties stipulate that the District Court  
will retain jurisdiction to enforce the terms and conditions of this Consent Decree

1 and to resolve disputes arising hereunder as may be necessary or appropriate for the  
2 construction or execution of this Consent Decree up to and including the  
3 Termination Date in Section VI above.

4 77. Construction. The language in all parts of this Consent Decree will be  
5 construed according to its plain and ordinary meaning, except as to those terms  
6 defined in Section II above.

7 78. Choice of Law. The laws of the United States will govern this Consent  
8 Decree.

9 79. Counterparts. This Consent Decree may be executed in any number of  
10 counterparts, all of which together will constitute one original document. Telecopy,  
11 scanned copies (i.e., pdf) and/or facsimile copies of original signature will be  
12 deemed to be originally executed counterparts of this Consent Decree.

13 80. Modification of the Consent Decree. This Consent Decree, and any  
14 provisions herein, may not be changed, waived, discharged, or terminated unless by  
15 a written instrument, signed by the Parties.

16 81. Full Settlement. This Consent Decree constitutes a full and final  
17 settlement of this matter.

18 82. Integration Clause. This is an integrated Consent Decree. This  
19 Consent Decree is intended to be a full and complete statement of the terms of the  
20 agreement between the Parties and expressly supersedes any and all prior oral or  
21 written agreements, covenants, representations, and warranties (express or implied)  
22 concerning the subject matter of this Consent Decree.

23 83. No Third Party Beneficiaries. This Consent Decree does not confer  
24 upon any person other than the Parties any rights or remedies hereunder.

25 84. Authority. The undersigned representatives for Channelkeeper and the  
26 City each certify that he/she is fully authorized by the Party whom he/she represents  
27 to enter into the terms and conditions of this Consent Decree.

28 The Parties hereby enter into this Consent Decree.

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CITY OF SANTA BARBARA

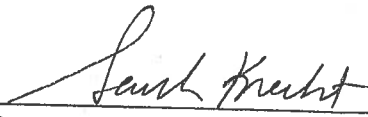
Date: 3/21/2012

  
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By: Marcelo A. Lopez  
Assistant City Administrator

APPROVED AS TO FORM:

Date: 3/22/2012

  
\_\_\_\_\_

By: Sarah J. Knecht  
Assistant City Attorney

SANTA BARBARA  
CHANNELKEEPER:

Date: \_\_\_\_\_

\_\_\_\_\_

By: Kira Redmond  
Executive Director

APPROVED AS TO FORM:

Date: \_\_\_\_\_

\_\_\_\_\_

By: Daniel Cooper  
Lawyers for Clean Water, Inc.  
Counsel for Channelkeeper

**IT IS SO ORDERED**

Date: \_\_\_\_\_

\_\_\_\_\_

Hon. Jacqueline H. Nguyen  
District Judge of the United States  
District Court for the Central District of  
California

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CITY OF SANTA BARBARA

Date: \_\_\_\_\_

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By: Marcelo A. López  
Assistant City Administrator


APPROVED AS TO FORM:

Date: \_\_\_\_\_

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By: Sarah J. Knecht  
Assistant City Attorney

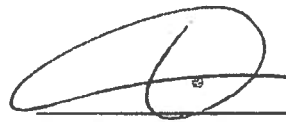
SANTA BARBARA  
CHANNELKEEPER:

Date: 3/22/12

  
\_\_\_\_\_  
By: Kira Redmond  
Executive Director

APPROVED AS TO FORM:

Date: 22 March 2012

  
\_\_\_\_\_  
By: Daniel Cooper  
Lawyers for Clean Water, Inc.  
Counsel for Channelkeeper

IT IS SO ORDERED

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Jacqueline H. Nguyen  
District Judge of the United States  
District Court for the Central District of  
California



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**Exhibit A**  
**PACP Table**

<b>Observed Defect</b>	<b>Corrective Action</b>	<b>Time Frame (from date defect observed)</b>	<b>Other Action</b>
PACP Grade 4 or 5 Maintenance Defect	Clean sewer	30 days	Place on preventive cleaning or root control schedule as appropriate
PACP Grade 3 Maintenance Defect	Clean sewer	4 months	Place on preventive cleaning or root control schedule as appropriate
PACP Grade 5 Structural Defect – Immediate Failure Likely	Repair or rehabilitate sewer	ASAP (no more than 90 days) <sup>3</sup>	N/A
PACP Grade 5 Structural Defect – Immediate Failure Unlikely	Repair, rehabilitate, or re-inspect sewer	2 years	Reinspect within one year if corrective action not taken
PACP Grade 4 Structural Defect	Repair, rehabilitate, or re-inspect sewer	5 years	Reinspect within three years if corrective action not taken

<sup>3</sup> In the event a permit or permission from a third party is required to repair or rehabilitate the Sewer Line Segment, the City shall diligently pursue such permit or permission and that work shall occur within no more than ninety (90) days of obtaining the necessary permits or permission.

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**Exhibit B**

**Supplemental Environmental Project**

**Santa Barbara Green Living Co-op Low Impact Development Program**

The funds provided by the Consent Decree will be used to support the Santa Barbara Green Living Co-op Low Impact Development Program (“LID Program”), administered by the Watershed Management Group.

The Green Living Co-op is based on the barn-raising model, where people volunteer their labor to build sustainable systems and then earn the ability to host a workshop at their own home with a volunteer crew. In Santa Barbara, the Co-op provides certified workshop leaders to its members with expertise in the following areas: rainwater harvesting, green infrastructure, and watershed restoration. Co-op members who host workshops at their home pay for materials and other workshop costs. The Santa Barbara Co-op was launched in January 2011; it currently has more than fifty members, and offers free presentations and workshops to the public. The program’s webpage announces the latest workshops and educational activities, as well as signup for free membership; to learn more, visit: <http://watershedmg.org/co-op/santa-barbara>. Communication with Santa Barbara Green Living Co-op can be directed to:

Barbara Wishingrad  
PO Box 22506,  
Santa Barbara CA 93121  
Telephone: 805-403-4566,  
bwishingrad@watershedmg.org

**PROJECT DESCRIPTION**

The LID Program will identify willing Santa Barbara property owners to participate in retrofit projects to establish low impact development (“LID”) demonstration sites in Santa Barbara. Participants will work with the Santa Barbara Green Living Co-op to design and install LID features on their properties. LID features include earthworks to create rain gardens and stormwater infiltration basins; rain water harvesting strategies such as roof downspout disconnects; and graywater systems. The LID Program in Santa Barbara will include:

- workshops and outreach through the Santa Barbara Green Living Co-op;
- the creation of LID/green infrastructure demonstration sites in Santa Barbara;

- 1 • professional trainings on water harvesting and green infrastructure; and
- 2 • a series of site tours upon completion to showcase the projects and raise awareness and interest in LID in the wider Santa Barbara community.

3  
4 Over the course of the next two years, the LID Program is expected to include  
5 30 to 40 (and shall include no less than 20) hands-on workshops to implement 30 to  
6 40 (and not less than 20) residential demonstration projects, including rain gardens,  
7 in the Santa Barbara community. The funds provided will be used for \$500 to  
8 \$1,000 subsidies to workshop hosts in the Santa Barbara Co-op, with first priority  
9 given to those with financial need.

10 With the funds provided, the LID Program should also result in the creation  
11 of at least 2-3 LID/green infrastructure demonstration sites in Santa Barbara. Sites  
12 to be selected will open to the public to visit, and WMG is committed to monitoring  
13 and maintaining the site for the long-term.

14 In addition, implementation of the LID Program include professional  
15 trainings in green infrastructure and water harvesting to ensure more Santa Barbara  
16 professionals have the skills to design and implement these practices. The funds  
17 will allow us to bring in leading experts to teach the course and offer scholarships to  
18 Santa Barbara residents to make the trainings affordable.

19 Our Santa Barbara Program Manager will continue to offer free educational  
20 presentations to the public and expand our presentations to offer sessions in Spanish  
21 to reach a more diverse demographic. A series of site tours will be conducted once  
22 demonstration gardens and sites are completed. Outreach, including site tours and  
23 educational presentations, will ensure the public learns about the Co-op, the free,  
24 educational workshops, and financial subsidies.

## 25 **PROJECT COSTS**

26 WMG expects to spend approximately \$75,000 during the first year, and  
27 approximately \$50,000 during the second year of the LID Program. Overall, the  
28 LID Program funds are expected to be spent as follows:

- 29 • Green Living Co-op workshops & demonstration gardens: ~\$62,500
- 30 • LID/green infrastructure demonstration sites: ~\$25,000
- 31 • Water harvesting and green infrastructure professional training: ~\$20,000
- 32 • Public Outreach and Education: ~\$17,500

33 For reference, the typical costs of a sample residential demonstration garden and a

1 LID/green infrastructure demonstration site are provided in the tables below.

2 **Sample cost for residential demonstration rain garden**

3

Materials - plants, mulch, rock, etc.	\$400
Staff Time	\$800
Contractor – excavating	\$750
Project Administration	\$195
Total	\$2,145

4

5

6

7 \*Some of these costs will be covered through the settlement funds and some will be covered by the workshop host.

8 **Sample cost for green infrastructure demonstration site, commercial site**

9

Materials - plants, mulch, rock, signage	\$2000
Staff Time	\$5600
Contractor – excavating, gutters, and curb cuts	\$2500
Project Administration	\$1010
Total	\$11,110

10

11

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13

14 **PROJECT DELIVERABLES**

15 The WMG will provide the following deliverables to track its progress and ensure completion of the LID Program:

- 16
- 17 ■ A progress report by June 30, 2013, detailing project accomplishments and funds spent.
  - 18 ■ A final report after the project is completed by June 30, 2014, detailing project accomplishments and certifying that all funds have been
  - 19 expended on the project.
- 20

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