

**San Diego Regional Water Quality Control Board**

October 16, 2017

**Certified Mail – Return Receipt Requested**  
Article Number: 7016 2140 0000 3904 2775

Ms. Susanne Harrison  
Harrison Trucking Inc.  
8801 Olive Lane  
Santee, CA 92071

**In reply refer to: SM-229747:WGhoram**

**Subject: Adoption of Administrative Assessment of Civil Liability Order No. R9-2017-0095 Against Harrison Trucking Inc.**

Ms. Harrison:

Please find enclosed the Adopted Final Administrative Assessment of Civil Liability Order No. R9-2017-0095 (Order) issued to Harrison Trucking Inc. This Order, which resolves the allegations in Administrative Civil Liability Complaint No. R9-2017- 0095, was adopted by the Executive Officer pursuant to delegated authority from the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) on October 11, 2017.

As required by the Order, and documented by the enclosed Invoice No. R9-2017-006-CAA, your payment of nineteen thousand fifty nine dollars (\$19,059) is payable to the State Water Resources Control Board's Cleanup and Abatement Account and must be submitted to the State Water Resources Control Board at the following address within thirty days of the date of adoption of the Order, i.e., by November 11, 2017.

State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
PO Box 1888  
Sacramento, CA 95812-1888

Please note that a copy of the check must be sent to the Designated Water Board Representative (Ms. Whitney Ghoram) at the address contained in the letterhead.

In the subject line of any response, please include the reference number **SM-229747: WGhoram**. For questions pertaining to this matter, please contact Ms. Whitney Ghoram by telephone at (619) 521-8040, or by email at [whitney.ghoram@waterboards.ca.gov](mailto:whitney.ghoram@waterboards.ca.gov).

Respectfully,

DAVID W. GIBSON  
Executive Officer

Ms. Susanne Harrison

October 16, 2017

DWG:cmc:law:wg

Enclosures:

1. ACL Order No. R9-2017-0095.
2. Invoice No. R9-2017-006-CAA, State Water Resources Control Board.

cc via email (with enclosures):

Ms. Susanne Harrison, [SusanneHarrison3@gmail.com](mailto:SusanneHarrison3@gmail.com)  
Mr. Kenneth L Sauder, [KSauder@wakelandhdc.com](mailto:KSauder@wakelandhdc.com)  
Ms. Catherine Hawe, [Catherine.Hawe@waterboards.ca.gov](mailto:Catherine.Hawe@waterboards.ca.gov)  
Mr. David Boyers, [DBoyers@waterboards.ca.gov](mailto:DBoyers@waterboards.ca.gov)  
Mr. James Smith, [James.Smith@waterboards.ca.gov](mailto:James.Smith@waterboards.ca.gov)  
Mr. David Barker, [David.Barker@waterboards.ca.gov](mailto:David.Barker@waterboards.ca.gov)  
Ms. Chiara Clemente, [Chiara.Clemente@waterboards.ca.gov](mailto:Chiara.Clemente@waterboards.ca.gov)  
Ms. Laurie Walsh, [Laurie.Walsh@waterboards.ca.gov](mailto:Laurie.Walsh@waterboards.ca.gov)  
Ms. Kimberly McMurray-Cathcart, [Kimberly.McMurray-Cathcart@waterboards.ca.gov](mailto:Kimberly.McMurray-Cathcart@waterboards.ca.gov)  
Ms. Cecilia Tipton, [CTipton@CityofSanteeCA.gov](mailto:CTipton@CityofSanteeCA.gov)



# INVOICE

## Administrative Civil Liability Imposed Pursuant to Section 13323 of the California Water Code

FACILITY ID (WDID): 9 371003651  
FACILITY NAME: HARRISON TRUCKING  
8801 OLIVE LN  
SANTEE CA 92071

INVOICE NO: R9-2017-006-CAA  
ENFORCEMENT DATE: 07/07/2017

INVOICE DATE: 10/11/2017  
INDEX NO: 017-006  
ORDER NO: EPL-ENF-426286

Ms. SUSANNE HARRISON  
HARRISON TRUCKING  
8801 OLIVE LN  
SANTEE, CA 92071

 Total Amount Due by  
Friday, 11/10/2017 **\$ 19,059.00**

Invoice details are shown on the back

### STATE WATER RESOURCES CONTROL BOARD Administrative Civil Liability

PLEASE REMIT YOUR PAYMENT ON OR BEFORE THE DUE DATE SHOWN ABOVE. LATE PAYMENT WILL RESULT IN MATTER BEING REFERRED TO A COLLECTION AGENCY, OR TO THE ATTORNEY GENERAL'S OFFICE FOR PROSECUTION RESULTING IN A JUDGMENT TO COLLECT FROM THE APPROPRIATE SUPERIOR COURT. ALTERNATIVELY, THE REGIONAL WATER QUALITY CONTROL BOARD WITH JURISDICTION OF THIS MATTER MAY OBTAIN A JUDGMENT DIRECTLY FROM THE SUPERIOR COURT PURSUANT TO WATER CODE SECTION 13328.

**Make your check payable to State Water Resources Control Board**

If you have any questions about this invoice, please call the Water Board at 619-521-3919.

For other questions, please contact the Water Board staff person noted in the Administrative Civil Liability.



Retain this portion for your records  
Please detach and return this portion with your payment

CHECK HERE FOR ADDRESS CORRECTION ON THE BACK

**INVOICE NO: R9-2017-006-CAA**  
**INDEX NO: 17-006**

(Please print the above number on check or money order)

**ORDER NO: EPL-ENF-426286**

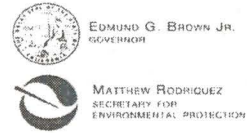
Ms. SUSANNE HARRISON  
HARRISON TRUCKING  
8801 OLIVE LN  
SANTEE, CA 92071

**SWRCB**  
**PO BOX 1888**  
**SACRAMENTO, CA 95812-1888**

AMOUNT DUE: **\$19,059.00**  
ENFORCEMENT DATE: 07/07/2017  
DUE BY: 11/10/2017  
FACILITY ID (WDID): 9 371003651  
FACILITY NAME: HARRISON TRUCKING  
8801 OLIVE LN  
SANTEE CA 92071







EDMUND G. BROWN JR.  
GOVERNOR

MATTHEW RODRIGUEZ  
SECRETARY FOR  
ENVIRONMENTAL PROTECTION

**San Diego Regional Water Quality Control Board**

July 7, 2017

Ms. Susanne Harrison  
Harrison Trucking Inc.  
8801 Olive Lane  
Santee, CA 92071

**CERTIFIED MAIL**  
**7015 0640 0006 1569 8947**

**In reply refer to:**  
**SM-229747:WGhoram**

**Subject OFFER TO SETTLE ADMINISTRATIVE CIVIL LIABILITY FOR ALLEGED VIOLATIONS OF THE GENERAL INDUSTRIAL STORM WATER PERMIT, HARRISON TRUCKING, INC, SAN DIEGO COUNTY, WDID 937I003651**

Ms. Harrison:

This letter contains an offer from the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) Prosecution Team to settle potential claims for administrative civil liability arising out of alleged violations by Harrison Trucking Inc. of the General Permit for Storm Water Discharges Associated with Industrial Activities, (Order No. 2014-0057-DWQ<sup>1</sup>) at 8801 Olive Lane, Santee, California.

As the legally responsible person enrolled in Order No. 2014-0057-DWQ, Ms. Susanne Harrison, on behalf of Harrison Trucking Inc., is responsible for complying with all elements of the General Permit and for penalties associated with non-compliance. Hereafter, this letter will be the "Settlement Offer." For the purposes of this Settlement Offer, Harrison Trucking Inc. is liable for ensuring compliance with Order No. 2014-0057-DWQ. The San Diego Water Board acknowledges that Forester Square L.P. owns the property at 8801 Olive Lane in Santee, and leases that property to Harrison Trucking Inc. Should Harrison Trucking Inc. fail to fully comply with the requirements of Order No. 2014-0057-DWQ, the San Diego Water Board may issue an enforcement order (e.g. Cleanup and Abatement Order pursuant to Water Code section 13304) naming Forester Square L.P. and Harrison Trucking Inc. as the responsible parties.

**This Settlement Offer provides Harrison Trucking Inc. with an opportunity to resolve the alleged violations through payment of nineteen thousand and fifty-nine dollars (\$19,059). Please read this letter carefully and respond no later than September 5, 2017.**

Description of Alleged Violations

The San Diego Water Board Prosecution Team (Prosecution Team) alleges the following violations of Order No. 2014-0057-DWQ. A description of these alleged violations are available for review, and found in the enclosed April 11, 2017 San Diego Water Board Facility Inspection Report (Exhibit 1), issued to Harrison Trucking Inc. on May 12, 2017.

<sup>1</sup> A copy of Order No. 2014-0057-DWQ is available on-line at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/industrial.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml)



1. Failure to Implement Best Management Practices (BMPs): Harrison Trucking Inc. violated section X.H.1 of Order No. 2014-0057-DWQ by failing to implement BMPs to reduce or prevent pollutants associated with industrial activities in storm water discharges on April 11, 2017.
2. Failure to Submit Annual Report: Harrison Trucking Inc. violated section XVI and section O of Order No. 2014-0057-DWQ by failing to submit and upload to the Storm Water Multiple Application and Report Tracking System (SMARTS) the fiscal year (FY) 2015-2016 annual report by the required due date of July 1, 2016.
3. Failure to Develop and Update the Storm Water Pollution Prevention Plan (SWPPP): Harrison Trucking Inc. violated section X of Order No. 2014-0057-DWQ by failing to develop and update an adequate SWPPP and required site map.
4. Failure to Pay Annual Fees: Harrison Trucking Inc. violated section II. C.1 of Order No. 2014-0057-DWQ by failing to pay the annual fee for coverage under Order No. 2014-0057-DWQ for FY 2015-2016.

#### Statutory Liability

Pursuant to section 13385 of the California Water Code, Harrison Trucking Inc. is liable for administrative civil liabilities of up to \$10,000 per violation for each day in which the violation occurs and \$10 per gallon discharged in excess of the first 1,000 gallons. The statutory minimum civil liability is the economic benefit resulting from the violations. The State Water Resources Control Board's Water Quality Enforcement Policy (Enforcement Policy<sup>2</sup>) states that the minimum penalty is to be the economic benefit plus 10%. For the violations described in the attachments, the maximum potential liability is \$40,000 and the minimum liability is \$6,063. However, the statutory maximum and minimum liabilities would be considerably higher if prior inspection days and additional delinquent submittals were to be included in the penalty calculation.

#### Proposed Settlement Offer

**The Prosecution Team proposes to resolve the violation(s) with this Settlement Offer of \$19,059.** This Settlement Offer was determined based on an assessment of the factors set forth in California Water Code section 13385(e) using the penalty methodology set forth in the Enforcement Policy. The enclosed "Penalty Calculation Methodology" describes in detail how the penalty amount was calculated (Exhibit 2). The Prosecution Team believes that the proposed resolution of the alleged violation(s) is fair and reasonable, fulfills the San Diego Water Board's enforcement objectives, and is in the best interest of the public.

Should Harrison Trucking Inc. choose *not* to accept this Settlement Offer, please be advised that the Prosecution Team reserves the right to seek a higher liability amount, up to the maximum allowed by statute, either through issuance of a formal administrative civil liability complaint or by referring the matter to the Attorney General's Office. The Prosecution Team also reserves the right to conduct additional investigation, including issuance of investigation orders and/or subpoenas to determine the number of gallons discharged and whether additional violations occurred. Any additional violations and gallons of discharge subjecting Harrison Trucking Inc. to liability may be included in a formal enforcement action. Harrison Trucking Inc. can avoid the risks inherent in a formal enforcement action and settle the alleged violation(s) by accepting this Settlement Offer. Please

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<sup>2</sup> The Water Quality Enforcement Policy is available on-line at:  
[https://www.waterboards.ca.gov/water\\_issues/programs/enforcement/policy.shtml](https://www.waterboards.ca.gov/water_issues/programs/enforcement/policy.shtml)



note that the Settlement Offer does not address liability for any violation that is not specifically identified in the attached inspection report. The Prosecution Team reserves the right to take further enforcement actions against Harrison Trucking Inc. for all past and future violations against Order No. 2014-0057-DWQ or subsequently adopted orders.

#### Options for Responding to the Settlement Offer

##### **Option A: Accept the Offer**

If Harrison Trucking Inc. chooses to accept this Settlement Offer, then the enclosed *Acceptance of Settlement Offer and Waiver of Right to Hearing (Acceptance and Waiver)* shall be completed and submitted, via email, no later than **September 5, 2017** to the following address:

California Regional Water Quality Control Board, San Diego Region  
Attention: Chiara Clemente, Supervisor, Compliance Assurance Unit  
Email: [SanDiego@waterboards.ca.gov](mailto:SanDiego@waterboards.ca.gov)

Important! Upon receipt of the *Acceptance and Waiver*, this settlement will be publically noticed for a 30-day comment period as required by federal regulations. If no substantive comments are received within the 30 days, the Prosecution Team will ask the San Diego Water Board's Executive Officer to formally endorse the *Acceptance and Waiver* as an order of the San Diego Water Board. An invoice will then be mailed to Harrison Trucking Inc. requiring payment of the **\$19,059** administrative civil liability within 30 days of the date of the invoice.

If, however, substantive comments are received in opposition to this settlement or the Executive Officer declines to accept the settlement, then the Settlement Offer may be withdrawn. In this case, Harrison Trucking Inc. will be notified and Harrison Trucking Inc.'s waiver pursuant to the *Acceptance and Waiver* will also be treated as withdrawn. The unresolved violation(s) will be addressed in a formal enforcement action. An administrative civil liability complaint may be issued and the matter may be set for a hearing.

##### **Option B: Contest the Alleged Violations**

If Harrison Trucking Inc. wishes to contest the violation(s) or the methodology used to calculate the proposed liability, they must submit a written response identifying the basis for the challenge, including any evidence to support their claims. Harrison Trucking Inc.'s response must be received by the San Diego Water Board no later than **September 5, 2017**. The Prosecution Team will evaluate Harrison Trucking Inc.'s basis for a challenge and may seek clarifying information or schedule an in-person meeting. The Prosecution Team will inform Harrison Trucking Inc. whether a reduction in the settlement amount is warranted, or whether the original settlement amount is appropriate. Harrison Trucking Inc. will be provided a final opportunity to accept the revised/original settlement amount before proceeding to formal enforcement.

##### **Option C: Reject Offer**

If Harrison Trucking Inc. chooses to reject this Settlement Offer or does not complete and return the *Acceptance and Waiver*, Harrison Trucking Inc. should expect that the Prosecution Team would conduct further investigation of the violation(s), issue a cleanup and abatement order and/or assessment of civil liabilities complaint, and schedule a hearing. Harrison Trucking Inc. will receive notice of any deadlines associated with that action. As previously stated, in such an action, the liability amount sought or imposed may exceed the liability amount set forth in this Settlement Offer.

If you have any questions about this settlement offer, please contact Ms. Chiara Clemente at (619) 521-3371 or at [chiara.clemente@waterboards.ca.gov](mailto:chiara.clemente@waterboards.ca.gov).

Ms. Suzanne Harrison  
Harrison Trucking, Inc.

- 4 -

July 7, 2017

Respectfully,



JAMES G. SMITH  
Assistant Executive Officer

cc (via email): Susanne Harrison, Harrison Trucking Inc., [susanneharrison3@gmail.com](mailto:susanneharrison3@gmail.com)  
Kenneth L Sauder, Forester Square L.P., [ksauder@wakelandhdc.com](mailto:ksauder@wakelandhdc.com)  
Catherine Hawe, SWRCB Office of Enforcement, [CHawe@waterboards.ca.gov](mailto:CHawe@waterboards.ca.gov)  
David Boyers, SWRCB Office of Enforcement, [DBoyers@waterboards.ca.gov](mailto:DBoyers@waterboards.ca.gov)  
Cecilia Tipton, City of Santee, [CTipton@CityofSanteeCa.gov](mailto:CTipton@CityofSanteeCa.gov)

Enclosures:

Acceptance of Settlement Offer and Waiver of Right to a Hearing  
Exhibit 1 – San Diego Water Board Inspection Report – April 2017  
Exhibit 2 – Settlement Offer Calculations



ORDER NO. R9-2017-0095

ACCEPTANCE OF SETTLEMENT OFFER AND WAIVER OF RIGHT TO A HEARING  
FOR

HARRISON TRUCKING INCORPORATED

SAN DIEGO COUNTY

By signing below and returning this *Acceptance of Settlement Offer and Waiver of Right to Hearing (Acceptance and Waiver)* to the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board), Harrison Trucking, Inc. hereby accepts the Settlement Offer described in the letter dated July 7, 2017 and titled *Offer to Settle Administrative Civil Liability, Harrison Trucking Inc., San Diego County, WDID: 9 371003651*. Harrison Trucking Inc. also hereby waives the right to a hearing before the San Diego Water Board to dispute the alleged violations described in the Settlement Offer and its enclosures.

Harrison Trucking Inc. agrees that the Settlement Offer shall serve as a complaint pursuant to Article 2.5 of the California Water Code (Water Code) and that no separate complaint is required for the San Diego Water Board to assert jurisdiction over the alleged violations. Harrison Trucking Inc. agrees to perform the following:

- Pay an administrative civil liability in the sum of nineteen thousand fifty nine dollars (\$19,059) by cashier's check or certified check made payable to the "State Water Resources Control Board Cleanup and Abatement Account." This payment shall be deemed payment in full of any civil liability pursuant to Water Code section 13385 that might otherwise be assessed for violations described in the Settlement Offer and its enclosures.
- Fully comply with the conditions of the *National Pollutant Discharge Elimination System (NPPDES) General Permit No. CAS000001 for Storm Water Discharges Associated with Industrial Activities, Order No. 2014-0057-DWQ* (Industrial General Order) at the Harrison Trucking industrial site in Santee, California.

Harrison Trucking Inc. understands that by signing this *Acceptance and Waiver*, Harrison Trucking Inc. has waived its rights to contest the allegations in the Settlement Offer and the civil liability amount for the alleged violation(s). Harrison Trucking Inc. understands that this *Acceptance and Waiver* does not address or resolve any liability for any violation not specifically identified in the Settlement Offer and its enclosures.

Upon execution by Harrison Trucking Inc., the *Acceptance and Waiver* shall be returned to the following address:

California Regional Water Quality Control Board, San Diego Region  
Attention: Chiara Clemente, Supervisor, Compliance Assurance Unit  
Email: [SanDiego@waterboards.ca.gov](mailto:SanDiego@waterboards.ca.gov)

Harrison Trucking Inc. understands that federal regulations require the San Diego Water Board Prosecution Team (Prosecution Team) to publish notice of and provide at least 30 days for public comment on any proposed resolution of an enforcement action for violations of an NPDES permit. Accordingly, this *Acceptance and Waiver*, prior to being formally endorsed by





the San Diego Water Board Executive Officer (acting as head of the Advisory Team), will be published as required by law for public comment.

If no comments are received within the notice period that cause the Prosecution Team to reconsider the Settlement Offer, then the Prosecution Team will present this *Acceptance and Waiver* to the San Diego Water Board's Executive Officer for formal endorsement on behalf of the San Diego Water Board.

Harrison Trucking Inc. understands that if significant comments are received in opposition to the settlement, then the offer may be withdrawn by the Prosecution Team. If the Settlement Offer is withdrawn, then Harrison Trucking Inc. will be notified and Harrison Trucking Inc.'s waiver pursuant to the *Acceptance and Waiver* will also be treated as withdrawn. The unresolved violation(s) will be addressed in a formal enforcement action. An administrative civil liability complaint may be issued and the matter may be set for a hearing.

Harrison Trucking Inc. understands that once this *Acceptance and Waiver* is formally endorsed and an Order Number is inserted, then the full payment is a condition of this *Acceptance and Waiver*. An invoice will be sent upon endorsement, and full payment will be due within 30 days of the date of the invoice.

I hereby affirm that I am duly authorized to act on behalf of and to bind Harrison Trucking Inc. in the making and giving of this *Acceptance and Waiver*.

HARRISON TRUCKING, INC.

By:

Title

Date:

IT IS SO ORDERED, pursuant to Water Code section 13385.

By:

David W. Gibson, Executive Officer, San Diego Water Board

Date:





Exhibit 2 - Settlement Offer Calculations

Compressed Administrative Civil Liability  
 Settlement Offer Calculator Summary  
 Order No. R9-2017-0095

| Allegation of Violation   | Civil Liability |         |         |         |         |
|---|-----------------|---------|---------|---------|---------|
|   | Maximum         | Minimum | Initial | Base    | Final   |
| Allegation No. 1: Failure to Implement Best Management Practices (BMPs)                           | \$10,000        | \$2,894 | \$5,500 | \$8,652 | \$8,652 |
| Allegation No. 2: Failure to Submit Annual Report   | \$10,000        | \$724   | \$3,500 | \$6,006 | \$724   |
| Allegation No. 3: Failure to Develop and Update the Storm Water Pollution Prevention Plan (SWPPP) | \$10,000        | \$2,200 | \$5,500 | \$9,438 | \$9,438 |
| Allegation No. 4: Failure to Pay Annual Fees  | \$10,000        | \$245   | \$3,500 | \$6,006 | \$245   |

|                               |          |
|-------------------------------|----------|
| Total Maximum Civil Liability | \$40,000 |
|-------------------------------|----------|

|                               |         |
|-------------------------------|---------|
| Total Minimum Civil Liability | \$6,063 |
|-------------------------------|---------|

|                                    |                 |
|------------------------------------|-----------------|
| <b>Total Final Civil Liability</b> | <b>\$19,059</b> |
|------------------------------------|-----------------|

**Allegation No. 1: Failure to Implement Best Management Practices (BMPs)**

Harrison Trucking Inc. violated section H.1 of Order No. 2014-0057-DWQ by failing to implement BMPs to reduce or prevent pollutants associated with industrial activities in storm water discharges on April 11, 2017. For the purpose of an expedited settlement, the Prosecution Team is willing to consider all BMP violations as one violation.

| PENALTY FACTOR                                   | VALUE          | DISCUSSION  |
|--|----------------|---|
| Discharge Violations                             | n/a            | This step is not applicable because the violation is not a discharge violation.   |
| Potential for Harm                               | Moderate       | <p>The Prosecution Team assigned a Potential for Harm score of "moderate" to this violation because: 1) San Diego Water Board inspectors observed oil and grease discharges to the ground and exposed to storm water at numerous locations from leaking vehicles and spills. The discharge of oil and grease from leakage and wastage to surface waters can cause physical fouling of aquatic habitats, can deplete oxygen supplies to aquatic organisms, and in sufficient quantities can render water supplies unfit for human consumption; 2) San Diego Water Board inspectors observed stockpiled soil with no containment exposed to storm water. Suspended sediment in surface waters can cause a significant risk or threat to aquatic organisms by abrasion of surface membranes, interference with respiration, and sensory perception in aquatic fauna. Suspended sediment can reduce photosynthesis in and survival of aquatic flora by limiting the transmittance of light. The discharge of sand to receiving waters can be lethal when it smothers benthic communities. Excess settleable solids can smother benthic communities and alter the hydrology of a water body, which in turn can cause habitat type conversion. Implementation of BMPs, in accordance with Order No. 2014-0057-DWQ, will reduce or eliminate the discharge of wastes from the site.</p> <p>Harrison Trucking is located in the San Diego River Hydrologic Unit and is in close proximity to Forester Creek, a tributary to the San Diego River. The San Diego River is a Clean Water Act section 303(d) listed waterbody impaired for enterococcus, fecal coliform, low dissolved oxygen, manganese, nitrogen, phosphorus, total dissolved solids, and toxicity. Forester Creek is also a Clean Water Act section 303(d) listed waterbody impaired for fecal coliform, selenium, total dissolved solids, pH.</p> |
| Deviation from Requirement                       | Major          | The Prosecution Team assigned a Deviation from Requirement score of "major" to this violation because Harrison Trucking Inc. failed to implement several BMPs to reduce or prevent pollutants associated with industrial activities in storm water discharges, rendering the requirements ineffective in their essential functions.   |
| Per Day Factor                                   | 0.55           | Determined from Table 3 in the Enforcement Policy. The middle value was chosen.   |
| Days of Violation                                | 1              | San Diego Water Board staff observed BMPs not implemented on April 11, 2017.  |
| <b>Initial Liability for Allegation No. 1</b>    | <b>\$5,500</b> | <b>The initial liability is calculated as per day factor multiplied by the number of days multiplied by the maximum liability per day.</b>  |
| Culpability                                      | 1.3            | Harrison Trucking Inc. applied for and received permit coverage under Order No. 2014-0057-DWQ and has been operating for at least four years. Therefore, Harrison Trucking Inc. was aware of the requirements of Order No. 2014-0057-DWQ.   |
| Cleanup and Cooperation                          | 1.1            | Harrison Trucking Inc. made little to no effort to demonstrate that corrective actions had been taken to resolve the cited deficiencies.  |
| History of Violations                            | 1.1            | Records provided by the City of Santee indicate that five-compliance inspections were performed. The City issued two Notices to Comply and one Notice of Violation. The City of Santee observed a lack of BMPs, inadequate BMPs, poor housekeeping, and inadequate SWPPP. The San Diego Water Board has performed seven-compliance inspections and issued 13 formal and informal enforcement actions, which includes five Notices of Non-compliance, three Notices of Violation, two Staff Enforcement Letters, two Verbal Enforcement Notifications, and one Notice to Comply. Violations against Order No. 2014-0057-DWQ include a lack of BMPs, inadequate BMPs, poor housekeeping, non-storm water discharges, inadequate reporting, failure to report, and failure to pay annual fees.   |
| <b>Total Base Liability for Allegation No. 1</b> | <b>\$8,652</b> | <b>The total base liability is calculated as the initial liability multiplied by the culpability, cleanup and cooperation, and history of violation factors.</b>  |
| Ability to Pay                                   | Yes            | Based on publicly available information, the Prosecution Team concludes that Harrison Trucking, Inc. should have the ability to pay the Total Base Liability Amount.  |
| Other Factors as Justice May Require             | None           | The cost of investigation and enforcement are "other factors as justice may require," and could be added to the liability amount. The San Diego Water Board has incurred over \$5,000 in staff costs associated with the investigation and enforcement of the alleged violations. While this amount could be added to the penalty, it is not added at this time, as a settlement consideration.   |
| Maximum Liability                                | \$10,000       | Based on California Water Code section 13385: \$10,000 per day per violation and \$10 per gallon.   |
| Minimum Liability                                | \$2,894        | Based on California Water Code section 13385: civil liability must be at least the economic benefit of non-compliance. Per the Enforcement Policy, the minimum liability is to be the economic benefit plus 10%.  |
| <b>Final Liability for Allegation No. 1</b>      | <b>\$8,652</b> | <b>The final liability amount is the total base liability plus any adjustment for the ability to pay, economic benefit, and other factors. The final liability must be more than the minimum liability and less than the maximum liability.</b>   |



**Allegation No. 2: Failure to Submit Annual Report**

Harrison Trucking Inc. violated sections XVI and O of Order No. 2014-0057-DWQ by failing to submit and upload to the Storm Water Multiple Application and Report Tracking System (SMARTS) the fiscal year (FY) 2015-2016 annual report by the required due date of July 1, 2016.

| PENALTY FACTOR                                   | VALUE          | DISCUSSION   |
|--|----------------|--|
| Discharge Violations                             | n/a            | This step is not applicable because the violation is not a discharge violation.  |
| Potential for Harm                               | Minor          | The Prosecution Team has assigned a Potential for Harm score of "minor" for this violation because it presents no direct threat to beneficial uses although it does harm to the regulatory program by contributing to an incomplete assessment of water quality data provided in monitoring reports.   |
| Deviation from Requirement                       | Major          | The Prosecution Team assigned a Deviation from Requirement score of "major" because Harrison Trucking Inc. failed to submit the annual report for fiscal year 2015-2016, thereby rendering the requirement wholly ineffective.   |
| Per Day Factor                                   | 0.35           | Determined from Table 3 in the Enforcement Policy. The middle value was chosen.  |
| Days of Violation                                | 1              | San Diego Water Board staff reviewed the SMARTS database and identified the annual report for FY 2015-2016 had not been submitted and uploaded into SMARTS as of April 11, 2017.   |
| <b>Initial Liability for Allegation No. 2</b>    | <b>\$3,500</b> | <b>The initial liability is calculated as per day factor multiplied by the number of days multiplied by the maximum liability per day.</b>   |
| Culpability                                      | 1.3            | Harrison Trucking Inc. applied for and received permit coverage under Order No. 2014-0057-DWQ and has been operating for at least four years. Therefore, Harrison Trucking Inc. was aware of the requirements of Order No. 2014-0057-DWQ.  |
| Cleanup and Cooperation                          | 1.2            | Harrison Trucking Inc., to date, has failed to submit the required annual report for FY 2015-2016.   |
| History of Violations                            | 1.1            | Records provided by the City of Santee indicate that five-compliance inspections were performed. The City issued two Notices to Comply and one Notice of Violation. The City of Santee observed a lack of BMPs, inadequate BMPs, poor housekeeping, and inadequate SWPPP. The San Diego Water Board has performed seven-compliance inspections and issued 13 formal and informal enforcement actions, which includes five Notices of Non-compliance, three Notices of Violation, two Staff Enforcement Letters, two Verbal Enforcement Notifications, and one Notice to Comply. Violations against Order No. 2014-0057-DWQ include a lack of BMPs, inadequate BMPs, poor housekeeping, non-storm water discharges, inadequate reporting, failure to report, and failure to pay annual fees.    |
| <b>Total Base Liability for Allegation No. 2</b> | <b>\$6,006</b> | <b>The total base liability is calculated as the initial liability multiplied by the culpability, cleanup and cooperation, and history of violation factors.</b>   |
| Ability to Pay                                   | Yes            | Based on publicly available information, the Prosecution Team concludes that Harrison Trucking, Inc. should have the ability to pay the Total Base Liability Amount.   |
| Other Factors as Justice May Require             | Yes            | California Water Code section 13399.31 requires that if after receiving two Notices of Noncompliance, a discharger still has not submitted the annual report, it is subject to a mandatory penalty of not less than \$1,000, plus staff costs. Due to workload constraints, the San Diego Water Board did not issue Harrison Trucking Inc. the required notices to trigger the mandatory penalty; therefore, this violation is assessed pursuant to California Water Code section 13385. The Prosecution Team has determined that the calculated penalty amount is excessive for the violation. And, in order to make the penalty assessment similar to the mandatory penalty amount, the civil liability recommended for this violation is adjusted to the minimum liability amount of \$724. |
| Maximum Liability                                | \$10,000       | Based on California Water Code section 13385: \$10,000 per day per violation and \$10 per gallon.  |
| Minimum Liability                                | \$724          | Based on California Water Code section 13385: civil liability must be at least the economic benefit of non-compliance. Per the Enforcement Policy, the minimum liability is to be the economic benefit plus 10%.   |
| <b>Final Liability for Allegation No. 2</b>      | <b>\$724</b>   | <b>The final liability amount is equal to the minimum penalty amount. The final liability must be no less than the minimum liability and no more than the maximum liability.</b>   |



**Allegation No. 3: Failure to Develop and Update the Storm Water Pollution Prevention Plan (SWPPP)**

Harrison Trucking Inc. violated section X of Order No. 2014-0057-DWQ by failing to develop and update an adequate SWPPP and required site map, and failing to provide the SWPPP during the facility inspection report.

| PENALTY FACTOR                                   | VALUE          | DISCUSSION  |
|--|----------------|---|
| Discharge Violations                             | n/a            | This step is not applicable because the violation is not a discharge violation.   |
| Potential for Harm                               | Moderate       | The Prosecution Team assigned a Potential for Harm score of "moderate" to this violation because the Harrison Trucking Inc. failed to develop and update the SWPPP required by sections I and N of Order No. 2014-0057-DWQ. SWPPPs require Harrison Trucking Inc. to describe the action to be performed to achieve compliance with Order No. 2014-0057-DWQ. Failure to develop and update the SWPPP creates an absence of guidance for Harrison Trucking Inc. to implement and maintain BMPs, which may result in additional violations of Order No. 2014-0057-DWQ, impairment of beneficial uses and water quality, and threaten and harm aquatic plants and animals.   |
| Deviation from Requirement                       | Major          | The Prosecution Team assigned a Deviation from Requirement score of "major" because Harrison Trucking Inc. failed to update the SWPPP, thereby rendering the requirement ineffective.   |
| Per Day Factor                                   | 0.55           | Determined from Table 3 in the Enforcement Policy. The middle value was chosen.   |
| Days of Violation                                | 1              | San Diego Water Board staff review of the SMARTS database identified the SWPPP had not been updated as of April 11, 2017. During the April 11, 2017 inspection, Harrison Trucking Inc. failed to allow San Diego Water Board inspectors to view the SWPPP records maintained on site.   |
| <b>Initial Liability for Allegation No. 3</b>    | <b>\$5,500</b> | <b>The initial liability is calculated as per day factor multiplied by the number of days multiplied by the maximum liability per day.</b>  |
| Culpability                                      | 1.3            | Harrison Trucking Inc. applied for and received permit coverage under Order No. 2014-0057-DWQ. Therefore, Harrison Trucking Inc. was aware of the requirements of Order No. 2014-0057-DWQ. During the April 11, 2017 inspection, Harrison Trucking Inc. was reminded that a updated SWPPP is required.  |
| Cleanup and Cooperation                          | 1.2            | The Enforcement Policy defines the Cleanup and Cooperation factor as the extent to which Harrison Trucking Inc. voluntarily cooperated in returning to compliance and correcting environmental damage, including any voluntary cleanup efforts taken, with an adjustment multiplier between 0.75 and 1.5. The Prosecution Team assigns a Cleanup and Cooperation multiplier of 1.2 to this violation because Harrison Trucking Inc. elected to withhold the records maintained onsite during the April 11, 2017 inspection, thereby demonstrating an unwillingness to cooperate or return to compliance.  |
| History of Violations                            | 1.1            | Records provided by the City of Santee indicate that five-compliance inspections were performed. The City issued two Notices to Comply and one Notice of Violation. The City of Santee observed a lack of BMPs, inadequate BMPs, poor housekeeping, and inadequate SWPPP. The San Diego Water Board has performed seven-compliance inspections and issued 13 formal and informal enforcement actions, which includes five Notices of Non-compliance, three Notices of Violation, two Staff Enforcement Letters, two Verbal Enforcement Notifications, and one Notice to Comply. Violations against Order No. 2014-0057-DWQ include a lack of BMPs, inadequate BMPs, poor housekeeping, non-storm water discharges, inadequate reporting, failure to report, and failure to pay annual fees. |
| <b>Total Base Liability for Allegation No. 3</b> | <b>\$9,438</b> | <b>The total base liability is calculated as the initial liability multiplied by the culpability, cleanup and cooperation, and history of violation factors.</b>  |
| Ability to Pay                                   | Yes            | Based on publicly available information, the Prosecution Team concludes that Harrison Trucking, Inc. should have the ability to pay the Total Base Liability Amount.  |
| Other Factors as Justice May Require             | None           | The cost of investigation and enforcement are "other factors as justice may require," and could be added to the liability amount. The San Diego Water Board has incurred over \$5,000 in staff costs associated with the investigation and enforcement of the alleged violations. While this amount could be added to the penalty, it is not added at this time.  |
| Maximum Liability                                | \$10,000       | Based on California Water Code section 13385: \$10,000 per day per violation and \$10 per gallon.   |
| Minimum Liability                                | \$2,200        | Based on California Water Code section 13385: civil liability must be at least the economic benefit of non-compliance. Per the Enforcement Policy, the minimum liability is to be the economic benefit plus 10%.  |
| <b>Final Liability for Allegation No. 3</b>      | <b>\$9,438</b> | <b>The final liability amount is the total base liability plus any adjustment for the ability to pay, economic benefit, and other factors. The final liability must be more than the minimum liability and less than the maximum liability.</b>   |



Exhibit 2 - Settlement Offer Calculations

**Allegation No. 4: Failure to Pay Annual Fees**

Harrison Trucking Inc. violated section C of Order No. 2014-0057-DWQ by failing to pay the annual fee for coverage under Order No. 2014-0057-DWQ for FY 2015-2016. For the purpose of an expedited settlement, the Prosecution Team is not considering additional violations for other past due annual fees. However, all unpaid annual fees remain past due and payable, and this settlement offer does not include those fees.

| PENALTY FACTOR                                   | VALUE          | DISCUSSION  |
|--|----------------|---|
| Discharge Violations                             | n/a            | This step is not applicable because the violation is not a discharge violation.   |
| Potential for Harm                               | Minor          | The Prosecution Team has assigned a Potential for Harm score of "minor" for this violation because it presents no direct threat to beneficial uses although it does harm to the regulatory program.   |
| Deviation from Requirement                       | Major          | The Prosecution Team assigned a Deviation from Requirement score of "major" because Harrison Trucking Inc. failed to pay the annual fee for fiscal year 2015-2016, thereby rendering the requirement wholly ineffective.  |
| Per Day Factor                                   | 0.35           | Determined from Table 3 in the Enforcement Policy. The middle value was chosen.   |
| Days of Violation                                | 1              | San Diego Water Board staff review of the SMARTS database identified a non-payment of the annual fee for FY2015-2016, as of April 11, 2017.   |
| <b>Initial Liability for Allegation No. 4</b>    | <b>\$3,500</b> | <b>The initial liability is calculated as per day factor multiplied by the number of days multiplied by the maximum liability per day.</b>  |
| Culpability                                      | 1.3            | Harrison Trucking Inc. applied for and received permit coverage under Order No. 2014-0057-DWQ and has been operating for at least four years. Therefore, Harrison Trucking Inc. was aware of the requirements of Order No. 2014-0057-DWQ.   |
| Cleanup and Cooperation                          | 1.2            | Discharger made no efforts to pay the FY 2015-2016 annual fee, despite receiving payment notifications.   |
| History of Violations                            | 1.1            | Records provided by the City of Santee indicate that five-compliance inspections were performed. The City issued two Notices to Comply and one Notice of Violation. The City of Santee observed a lack of BMPs, inadequate BMPs, poor housekeeping, and inadequate SWPPP. The San Diego Water Board has performed seven-compliance inspections and issued 13 formal and informal enforcement actions, which includes five Notices of Non-compliance, three Notices of Violation, two Staff Enforcement Letters, two Verbal Enforcement Notifications, and one Notice to Comply. Violations against Order No. 2014-0057-DWQ include a lack of BMPs, inadequate BMPs, poor housekeeping, non-storm water discharges, inadequate reporting, failure to report, and failure to pay annual fees. |
| <b>Total Base Liability for Allegation No. 4</b> | <b>\$6,006</b> | <b>The total base liability is calculated as the initial liability multiplied by the culpability, cleanup and cooperation, and history of violation factors.</b>  |
| Ability to Pay                                   | Yes            | Based on publicly available information, the Prosecution Team concludes that Harrison Trucking, Inc. should have the ability to pay the Total Base Liability Amount.  |
| Other Factors as Justice May Require             | Yes            | The Enforcement Policy's penalty calculation methodology calculated a penalty for failing to pay the FY 2015-2016 annual fee. The Prosecution Team has determined that the calculated penalty amount is excessive for the violation. Therefore, the recommended civil liability for this violation has been adjusted to the minimum liability amount of \$245. The recommended civil liability does not capture the original fee or delinquent fees. In other words, this violation is ongoing and the original fee and all delinquent fee payments remain due and payable until they are paid in full by Harrison Trucking Inc.  |
| Maximum Liability                                | \$10,000       | Based on California Water Code section 13385: \$10,000 per day per violation and \$10 per gallon.   |
| Minimum Liability                                | \$245          | Based on California Water Code section 13385: civil liability must be at least the economic benefit of non-compliance. Per the Enforcement Policy, the minimum liability is to be the economic benefit plus 10%.  |
| <b>Final Liability for Allegation No. 4</b>      | <b>\$245</b>   | <b>The final liability amount is the total base liability plus any adjustment for the ability to pay, economic benefit, and other factors. The final liability must be more than the minimum liability and less than the maximum liability.</b>   |

