

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

In the Matter of:

**CITY OF BRAWLEY,
BRAWLEY WASTEWATER
TREATMENT PLANT,
IMPERIAL COUNTY**

ORDER R7-2021-0042 (Proposed)

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER**

I. Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order or Order) is entered into by and between the Assistant Executive Officer of the California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), on behalf of the Regional Water Board Prosecution Team (Prosecution Team), and the City of Brawley (individually, the Discharger or City) (collectively, the Parties) and is presented to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by imposing administrative civil liability against the Discharger in the amount of \$48,000.

II. Background

2. The Discharger owns and operates the City of Brawley Wastewater Treatment Plant (Facility), which serves the City of Brawley in Imperial County. The Facility is a municipal wastewater treatment plant with a capacity of 5.9 million gallons per day (MGD). The Facility discharges treated wastewater from Discharge Point 001 to New River, a water of the United States.
3. On June 11, 2015, the Regional Water Board issued National Pollutant Discharge Elimination System (NPDES) Permit No. CA0104523 (Permit) to the City for the Facility through Order R7-2015-0004, which became effective on July 1, 2015 and regulated the Facility until June 30, 2021. On June 15, 2021, the Permit was reissued through Order R7-2021-0005, which became effective on July 1, 2021 and currently regulates the Facility. The Permit contains waste discharge requirements for the Facility, including effluent limitations measured at monitoring location EFF-001 for discharges from Discharge Point D-001.
4. The Prosecution Team alleges that since July 13, 2016, the Discharger has violated the Permit's effluent limitations for bis (2-ethylhexyl) phthalate four times, total copper seven times, e. coli three times, fecal coliform three times, and enterococci two times, totaling 19 violations of effluent limitations. See Attachment A, attached hereto and incorporated herein by reference.

5. Water Code section 13385, subdivisions (h) and (i), require assessment of mandatory minimum penalties (MMPs) for certain discharge violations:

a. Water Code section 13385, subdivision (h)(1), states the following:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

b. Water Code section 13385, subdivision (h)(2), states the following:

For the purpose of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

c. Water Code section 13385, subdivision (i)(1), states the following:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- (A) Violates a waste discharge requirement effluent limitation.
- (B) Fails to file a report pursuant to Section 13260.
- (C) Files an incomplete report pursuant to Section 13260.
- (D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

d. Water Code section 13385, subdivision (i)(2), states the following:

For the purposes of this section, a “period of six consecutive months” means the period commencing on the date that one of the violations described in this subdivision occurs and ending 180 days after that date.

6. The violations alleged in Attachment A are subject to \$30,000 in MMPs under Water Code section 13385, subdivision (h), and \$18,000 in MMPs under Water Code section 13385, subdivision (i).

7. To resolve the violations alleged in Section II, paragraph 4 and Attachment A by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$48,000** against the Discharger.
8. The Parties have engaged in confidential settlement negotiations and agree to settle the alleged violations without administrative or civil litigation by presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.
9. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable, and fulfills all of its enforcement objectives; that no further action is warranted concerning the violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public's best interest.

III. Stipulations

The Parties incorporate the following Recitals and stipulate to the following:

10. **Jurisdiction:** The Parties agree that the Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction of the Parties to this Stipulated Order.

11. **Administrative Civil Liability:**

- a. The Discharger hereby agrees to the imposition of an administrative civil liability (ACL) in the amount of **forty-eight thousand dollars (\$48,000)** to resolve the violations specifically alleged in Attachment A to this Order.
- b. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall submit a check for **twenty-nine thousand fifty dollars (\$29,050)** to the *State Water Board's Cleanup and Abatement Account*, referencing this Order number and mailed to:

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

12. The Discharger shall provide a copy of the check via e-mail to the State Water Resources Control Board, Office of Enforcement (Vaneeta.Chintamaneni@waterboards.ca.gov) and the Regional Water Board (Kai.Dunn@waterboards.ca.gov).

- c. **Supplemental Environmental Projects:** In accordance with the State Water Resources Control Board's Policy on Supplemental Environmental Projects, the Parties agree that eighteen thousand nine hundred and fifty dollars (\$18,950) of the ACL shall be suspended (SEP Amount) pending completion of two Supplemental Environmental Projects (SEPs) as set forth in the attached SEP Proposal 1 (Attachment B), and SEP Proposal 2 (Attachment C), both of which

are incorporated herein by reference. The suspended liability will become due and payable if the initial monetary assessment in Section III, paragraph 1.a. is not paid within the required 30 days.

13. **SEP Descriptions:** The Discharger agrees to implement two SEPs: (a) the Cross Connection Control and Education Program (SEP 1); and (b) the Distribution of Low Flow Nozzles and Drought Materials Project (SEP 2). Eight thousand six hundred dollars (\$8,600) of the ACL shall be suspended pending completion of SEP 1, and \$10,350 of the ACL shall be suspended pending completion of SEP 2. The complete description, project milestones, budget, and reporting schedule for each SEP is contained in Attachments B and C, respectively.

14. **Representations and Agreements Regarding the SEP:**

- a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that the SEP Amount suspended liability will be used to implement SEP 1 and SEP 2, as set forth in Attachment B and Attachment C. The Discharger understands that its promise to implement SEP 1 and SEP 2, in their entirety and in accordance with the implementation schedules and budgets set forth in Attachments B and C, represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.
- b. The Discharger agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) have certified, written reports provided to the Regional Water Board consistent with the terms of this Stipulated Order detailing SEP implementation; and (3) submit a final completion report for SEP 1 and SEP 2 by February 28, 2023, each of which will include a certification by a responsible official, signed under penalty of perjury, that the City followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and federal Clean Water Act.
- c. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEPs at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines and requirements specified in Attachments B and C.

15. **SEP Oversight Costs:** Regional Water Board staff will oversee implementation of the SEPs. The Regional Water Board's oversight tasks will include, without limitation, reviewing and evaluating progress reports, reviewing final completion reports, and communicating with the Discharger (if needed). Pursuant to Section VIII.G of the SEP Policy, in cases where the SEP directly benefits a DAC, an EJ Community, or a community with a financial hardship, or furthers the human right to water, as this SEP does, the Regional Water Board may approve a SEP which includes oversight costs as part of the total value of the SEP. As set forth in Attachments B and C, the Discharger is

a community with a financial hardship. Therefore, oversight costs for SEP 1 and SEP 2 are included in the SEP Amount.

16. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents or subcontractors, publicize one or more elements of the SEPs, it shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against the Discharger.
17. **Progress Reports and Inspection Authority:** The Discharger has agreed to submit progress reports in implementing the SEPs to the Regional Water Board as described in Attachments B and C. The Discharger agrees that Regional Water Board staff has permission to inspect either SEP at any time without notice.
18. **Time Extension for SEP:** The Executive Officer of the Regional Water Board may extend the SEP deadlines contained in Attachments B and C of this Stipulated Order if the Discharger demonstrates delays from unforeseeable circumstances, provided that the Discharger continues to undertake all appropriate measures to meet their deadlines. The Discharger shall make any deadline extension request in writing at least 30 days prior to the deadline. Any approval of an extension by the Executive Officer or his or her delegate must be in writing.
19. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, completion of both SEP 1 and SEP 2, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further Discharger obligations under this Stipulated Order and dismisses the suspended liability or SEP Amount.
20. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEPs by December 31, 2022 (SEP Completion Date), the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEPs (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger to pay the Difference to the "State Water Pollution Cleanup and Abatement Account" within 30 days of the Notice of Violation's issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 11. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEPs.
21. **Failure to Complete the SEP:** If SEP 1 and SEP 2 are not fully implemented by the SEP Completion Date and the Executive Officer has not granted an extension pursuant to Section III, paragraph 18, or if there has been a material failure to satisfy a project milestone, a "Notice of Violation" will be issued. As a consequence, the Discharger shall be liable to pay the entire SEP Amount, less any amount that has been permanently suspended or excused based on the timely and successful completion of any interim project milestone that has an identifiable and stand-alone environmental benefit. Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not

be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEPs prior to the Notice of Violation's issuance date. The amount of the suspended liability owed shall be determined via a written, stipulated agreement between the Parties or, if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the Regional Water Board or its delegate. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability assessed, the Discharger shall pay the amount owed to the "State Water Pollution Cleanup and Abatement Account." The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 11. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEPs.

22. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional Water Board, its members, or its staff be held as parties to, or guarantors of, any contract entered into by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
23. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability. Nothing in this Stipulated Order shall excuse the Discharger from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding regulations.
24. Party contacts for communications related to this Stipulated Order:

For the Regional Water Board:

Kai Dunn
Colorado River Basin Regional Water Quality Control Board
73-720 Fred Waring Drive, Suite 100
Palm Desert, CA 92260
Kai.Dunn@waterboards.ca.gov
(760) 776-8986

Counsel:
Vaneeta Chintamaneni, Attorney III
State Water Resources Control Board
801 K Street, 23rd Floor
Sacramento, CA 95814
Vaneeta.Chintamaneni@waterboards.ca.gov
(916) 341-5279

For the Discharger:

Steven Mireles
Senior Environmental Compliance Officer
City of Brawley
180 S. Western Avenue
Brawley, CA 92227
smireles@brawley-ca.gov

25. **Attorneys' Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel relating to the matters forth herein.
26. **Matters Addressed by this Stipulated Order:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violations as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 11.b., and the Discharger's full satisfaction of the obligations to implement the SEPs in accordance with the terms of this Stipulated Order.
27. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
28. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
29. **No Waiver of Right to Enforce:** The failure of the Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this Stipulated Order. The failure of the Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. If the Discharger fails to comply

with this Stipulated Order, the Regional Water Board or its delegate may refer the matter to the State Attorney General to enforce the terms of this Stipulated Order.

30. **Effect of the Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order precludes the Regional Water Board or any State agency, department, board, or local agency from exercising its authority under any law, statute, or regulation.
31. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
32. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
33. **If the Stipulated Order Does Not Take Effect:** If the Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Resources Control Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing, or in any other administrative or judicial proceeding. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to the following:
 - a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
34. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b), provides and, if the settlement is adopted by the Regional Water Board or its delegate, hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption. However, if the settlement is not adopted and if the matter proceeds to the Regional Water Board or State Water Resources Control Board for hearing, the Discharger does not waive its right to a hearing before an order is imposed.

35. **Waiver of Right to Petition or Appeal:** Except in the instance where the settlement is not adopted by the Regional Water Board or its delegate, the Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California superior court and/or any California appellate-level court.
36. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEPs, except that this covenant is not intended to, and does not, limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits, cease and desist orders, etc.) or limit the Discharger's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys, and shall not release any claims or complaints against any State agency, or the State of California or its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
37. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
38. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
39. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
40. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
41. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counter parts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.

42. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

California Regional Water Quality Control Board Prosecution Team
Colorado River Basin Region

By: Original Signed By _____ 11/18/2021
Cassandra Owens _____
Assistant Executive Officer Date

City of Brawley

By: Original Signed By _____ 11/16/2021
Luke Hamby _____
Mayor Date

HAVING CONSIDERED THE PARTIES STIPULATIONS, THE COLORADO RIVER BASIN REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulation is fully incorporated herein and made part of this Order.
2. This is an action to enforce the laws and regulations administered by the Colorado River Basin Regional Water Board. The Colorado River Basin Regional Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations. Additionally, this Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
3. The Executive Officer of the Colorado River Basin Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Regional Water Quality Control Board, Colorado River Basin Region.

Paula Rasmussen
Executive Officer
Colorado River Basin Regional Water Quality Control Board

Date

Attachment A: Mandatory Minimum Penalties

Attachment B: SEP Proposal 1

Attachment C: SEP Proposal 2

ATTACHMENT A: MANDATORY PENALTY ADMINISTRATIVE CIVIL LIABILITY

Brawley City
 Brawley City WWTP
 WDIID No. 7A130100011
 EXHIBIT "A"

NPDES No. CA0104523

Effluent Limitation Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	Penalty
1	1012459	07/13/2016	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	12	53	ug/L	342%	01/15/2016	S	\$ 3,000
2	1029136	07/13/2016	Bis (2-Ethylhexyl)	Group 2	Daily Maximum	0.59	0.91	lb/day	54%	01/15/2016	S	\$ 3,000
3	1029138	07/31/2016	Bis (2-Ethylhexyl)	Group 2	Monthly Average	5.9	53	ug/L	798%	02/02/2016	S	\$ 3,000
4	1029137	07/31/2016	Bis (2-Ethylhexyl)	Group 2	Monthly Average	0.29	0.91	lb/day	214%	02/02/2016	S	\$ 3,000
5	1029135	01/04/2017	Copper, Total	Group 2	Daily Maximum	38	41.3	ug/L	9%	07/08/2016	C	\$ 3,000
6	1020979	01/31/2017	Copper, Total	Group 2	Monthly Average	19	41.3	ug/L	117%	08/04/2016	S	\$ 3,000
7	1023104	02/28/2017	Copper, Total	Group 2	Monthly Average	19	27	ug/L	42%	09/01/2016	S	\$ 3,000
8	1027558	05/31/2017	Copper, Total	Group 2	Monthly Average	19	35.04	ug/L	84%	12/02/2016	S	\$ 3,000
9	1043796	04/30/2018	Copper, Total	Group 2	Monthly Average	19	23.13	ug/L	22%	11/01/2017	S	\$ 3,000
10	1053067	10/31/2018	Copper, Total	Group 2	Monthly Average	19	25.4	ug/L	34%	05/04/2018	S	\$ 3,000
11	1057848	03/31/2019	Copper, Total	Group 2	Monthly Average	19	25.7	ug/L	35%	10/02/2018	S	\$ 3,000
12	1067261	10/02/2019	E.coli	Other	Daily Maximum	400	920	MPN/100	N/A	04/05/2019	N/A	\$ 0
13	1067260	10/31/2019	Fecal Coliform	Other	10% for 30 days	400	920	MPN/100	N/A	05/04/2019	N/A	\$ 0
14	1071358	01/06/2020	Enterococci	Other	Daily Maximum	100	920	MPN/100	N/A	07/10/2019	N/A	\$ 0
15	1071359	01/15/2020	E.coli	Other	Daily Maximum	400	1600	MPN/100	N/A	07/19/2019	C	\$ 3,000
16	1071355	01/29/2020	E.coli	Other	Daily Maximum	400	920	MPN/100	N/A	08/02/2019	C	\$ 3,000
17	1071361	01/31/2020	Fecal Coliform	Other	10% for 30 days	400	1600	MPN/100	N/A	08/04/2019	C	\$ 3,000
18	1072109	02/04/2020	Enterococci	Other	Daily Maximum	100	350	MPN/100	N/A	08/08/2019	C	\$ 3,000
19	1072108	02/29/2020	Fecal Coliform	Other	10% for 30 days	400	1600	MPN/100	N/A	09/02/2019	C	\$ 3,000

\$ 48,000

- 1 - Violation occurs on sample date or last date of averaging period.
- 2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more
 - For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more
- 3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a

Violation period ending the last day of February 2020

Group I Violations Assessed MMP: 0
 Group II Violations Assessed MMP: 11
 Other Effluent Violations Assessed MMP: 5
 Violations Exempt from MMP: 0
 Total Violations Assessed MMP: 16

Mandatory Minimum Penalty = (10 Serious Violations + 6 Non-Serious Violations) x \$3,000 = \$48,000

Attachment B to ACL Order R7-2021-0042
City of Brawley
Description of SEP Proposal 1

1. **Project title:** Cross Connection Control and Education Program
2. **Project applicant:** City of Brawley
3. **Address:** 180 S. Western Avenue, Brawley, CA 92227
4. **Contact person and title:** Steven Mireles, Senior Environmental Compliance Officer
5. **Contact phone number and email:** (760) 587 - 1801, smireles@brawley-ca.gov
6. **Project category:** Public health, pollution reduction, other projects (water quality or drinking water-related educational outreach)
7. **Location of project:** City of Brawley, Imperial County
8. **Project description:** To prevent cross connections, the City will purchase and distribute 500 hose bib vacuum breakers to City residents, build a model that demonstrates the hazards of cross connection and present it to members of the regulated community and public, and distribute related informational literature concerning cross connection control. The hose bib vacuum cleaners will prevent localized backsiphonage that may occur when local homeowners mix substances at home. The model will demonstrate normal water distribution through the use of a miniature water tower and illustrate the threat of backflow that occurs through backsiphonage and backpressure. The model that will be built and scenarios demonstrated can be found at the following link:
<https://www.youtube.com/watch?v=hjFAzcN-jHM>. At this time, the City anticipates providing the technical information at local events in 2021 and 2022, such as the City's Annual Cattle Call event in November, the Chilly Cook Off, the Mariachi Festival, and high school and elementary schools events. In the event that any of these in-person events are cancelled or delayed due to factors beyond the City's control, the City will identify ways in which the materials can be distributed and outreach conducted at other events and through the use of telecommunications platforms. Any change in how distribution or outreach will be conducted must be detailed in progress reports, as required by Section 9 below.

9. Brief workplan, including tasks, deliverables, milestones, and schedule:

The City will be ready and able to purchase the hose bib vacuum breakers, construct the model, and produce literature by winter 2021. The City will then schedule attendance at events and schools. The final project completion date is December 31, 2022.

The deliverables must include quarterly progress reports and a final completion report, which will be prepared and submitted by the City. All reports shall be submitted to the Colorado River Basin Regional Water Quality Control Board's (Regional Water Board) contact, Kai Dunn via email at Kai.Dunn@waterboards.ca.gov.

Progress Reports:

The City will submit a progress report including, at a minimum, updated photographs of hose bib distribution and education events, a summary of budget expenditures to date, and a summary of the number of hose bibs and outreach materials remaining for distribution.

Due Date: Quarterly, until distribution of materials is complete. Reports are due two weeks from the end of each quarter (i.e., Quarter 1 due April 14th, Quarter 2 due July 14th, Quarter 3 due October 14th, and Quarter 4 due January 14th of the following year).

Final Report:

The final report will document that the project has been completed, will include a summary of all completed tasks, and will have an accounting of all expenditures. The accounting will clearly show whether the final cost of the successfully completed SEP was less than, equal to, or more than the liability suspended amount of \$8,600. The following statement will be included above the signature line of the report: *"I certify under penalty of perjury that the foregoing is true and correct."*

Due Date: Two months after the project is complete, as defined by the "Performance Standard" below, but no later than February 28, 2023.

10. Performance Standard: The performance standard will be measured based on whether the model is developed and the number of breakers and educational materials distributed during events. If 90% of the materials are given out and the cross connections model is developed, the project will be deemed successfully completed.

11. Total project cost and amount of SEP money requested:

The City is seeking \$8,600 in funding for this project. The City estimates the following costs will be expended for the project:

Item	Quantity	Cost
Hose bib vacuum breakers	500	\$4,000

Cross connection control model design and construction		\$1,500
Cross connection control literature	2,500	\$2,100
Cattle call booth / festival fees		\$1,000
Total		\$8,600

12. Expected Benefits or Improvements to Water Quality or Beneficial Uses: The City believes that this program will reduce drinking water contamination; it will reduce localized water pollution by preventing backsiphonage through the distribution of hose bib vacuum breakers and improve the community's understanding of how drinking water can be contaminated through backpressure and backsiphonage conditions. This will help preserve the City's water quality, safety and public health.

13. Is the project located within, or does it benefit, an Environmental Justice community, a Disadvantaged Community, or a community that has a financial hardship? If yes, describe: Yes, the City of Brawley is a community with a financial hardship. According to United States Census data, the City's median household income is \$42,326, roughly 52% less than the California median household income. Also, approximately 52% of its population is comprised of low- and moderate-income residents.

14. Will this project further the State Water Board's core value of the human right to water? If yes, describe. Yes. This project will further the State Water Board's core value of the human right to water by enhancing the distribution pollution reduction tools and increasing the community's understanding of cross connection contamination, which the City believes will reduce drinking water contamination caused by backpressure and backsiphonage.

15. Optional information. If appropriate, discuss the following:

– Whether the applicant has an established record of completing projects with the Water Board or other agencies:

The City successfully completed four SEPs between 2008 and 2012, totaling \$284,375. The City remains committed to meeting State Water Board requirements and core values. The City has institutional stability and the capacity to complete the project as proposed. The City maintains an active and effective Cross Connection Control Program that will be able to devote resources and man hours to this educational effort.

Attachment C to ACL Order R7-2021-0042
City of Brawley
Description of SEP Proposal 2

1. **Project title:** Distribution of Low Flow Nozzles and Drought Materials Project
2. **Project applicant:** City of Brawley
3. **Address:** 180 S. Western Avenue, Brawley, CA 92227
4. **Contact person and title:** Steven Mireles, Senior Environmental Compliance Officer
5. **Contact phone number and email:** (760) 587 - 1801, smireles@brawley-ca.gov
6. **Project category:** Pollution prevention, other project (water quality or drinking water-related educational outreach)
7. **Location of project:** City of Brawley, Imperial County
8. **Project description:** To address the current drought emergency, the City will purchase and distribute low flow showerhead nozzles and related educational materials. In addition to distribution of low flow showerhead nozzles, the City will produce 2,500 pieces of informational literature to be handed out to the public concerning where Brawley gets its water, how the drought affects the State of California, and how the public can conserve water. The City plans to set up booths at in-person events in 2021. At this time, the City anticipates distributing nozzles and related educational materials at local events in 2021 and 2022, such as the City's Annual Cattle Call event, the Chilly Cook Off, the Mariachi Festival, and high school and elementary school events. In the event that any of these in-person events are cancelled or delayed due to factors beyond the City's control, the City will identify ways in which the materials can be distributed and outreach conducted at other events and through the use of telecommunications platforms. Any change in how distribution or outreach will be conducted must be detailed in progress reports, as required by Section 9 below.

9. **Brief workplan, including tasks, deliverables, milestones, and schedule:**

The City is ready and able to order low flow showerhead nozzles and produce literature by winter 2021. The City will then schedule attendance at events and local schools. The final project completion date is December 31, 2022.

The deliverables must include quarterly progress reports and a final completion report, which will be prepared and submitted by the City. All reports shall be submitted to the Colorado River Basin Regional Water Quality Control Board's (Regional Water Board) contact, Kai Dunn via email at Kai.Dunn@waterboards.ca.gov.

Progress Reports:

The City will submit a progress report including, at a minimum, updated photographs of nozzle distribution and outreach events, a summary of expenditures to date, and a summary of the status of the number of nozzles and educational materials remaining for distribution.

Due Date: Quarterly, until distribution of materials is complete. Reports are due two weeks from the end of each quarter (i.e., Quarter 1 due April 14th, Quarter 2 due July 14th, Quarter 3 due October 14th, and Quarter 4 due January 14th of the following year).

Final Report:

The final report will document that the project has been completed, will include a summary of all completed tasks, and will have an accounting of all expenditures. The accounting will clearly show whether the final cost of the successfully completed compliance project was less than, equal to, or more than the liability suspended amount of \$10,350. The following statement will be included above the signature line of the report: *“I certify under penalty of perjury that the foregoing is true and correct.”*

Due Date: Two months after the project is complete, as defined by the “Performance Standard” below, but no later than February 28, 2023.

10. **Performance Standard:** The performance standard will be a measurement of the number of nozzles and educational materials distributed during events. If 90% of the nozzles and educational materials are given out, the project will be deemed successfully completed.

11. **Total project cost and amount of SEP money requested:**

The City is seeking \$10,350 in funding for this project. The City estimates the following costs will be expended for the project:

Item	Quantity	Cost
Low Flow Showerhead Nozzles	500	\$5,000
Drought literature	2,500	\$2,100
Cattle call booth / festival fees		\$1,000
Water conservation pencils	2,500	\$900

Water conservation magnets	2,500	\$400
Two inch stickers for kids	2,000	\$300
Felt eco-friendly bags	500	\$500
Total		\$10,350

12. **Expected Benefits or Improvements to Water Quality or Beneficial Uses:** The City believes that distribution of low flow showerheads will increase water conservation, which will be further advanced through distribution of related educational materials and awareness. This will help preserve the City's precious water resource and increase awareness of climate change and impacts on the local community.

13. **Is the project located within, or does it benefit, an Environmental Justice community, a Disadvantaged Community, or a community that has a financial hardship?** If yes, describe: Yes, the City of Brawley is a community with a financial hardship. According to United States Census data, the City's median household income is \$42,326, roughly 52% less than the California median household income. Also, approximately 52% of its population is comprised of low- and moderate-income residents.

14. **Will this project further the State Water Board's core value of the human right to water? If yes, describe.** Yes, this project will further the State Water Board's core value of the human right to water by furthering water conservation efforts and helping ensure the City's residents are aware of the ongoing drought and importance of water conservation. This will help reinforce the City's current water conservation goals and preserve access for all to potable water.

15. **Optional information. If appropriate, discuss the following:**

– Whether the applicant has an established record of completing projects with the Water Board or other agencies:

The City successfully completed four SEPs between 2008 and 2012, totaling \$284,375. The City remains committed to meeting State Water Board requirements and core values of the State Water Board. The City has institutional stability and the capacity to complete the project as proposed.