



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-DWQ¹) 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.

¹ A copy of Order No. 2014-0057-DWQ is available on-line at:
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 Policy²) 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

² The Water Quality Enforcement Policy is available on-line at:
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

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.

Respectfully,



JAMES G. SMITH
Assistant Executive Officer

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

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: _____