

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

| | | |
|---|---|---------------------------------------|
| In the matter of: |) | |
| |) | |
| Granada Community Services |) | SETTLEMENT AGREEMENT AND |
| District, SAN MATEO COUNTY |) | STIPULATION FOR ENTRY OF |
| |) | ADMINISTRATIVE CIVIL LIABILITY |
| Discharges of Untreated Sewage to |) | ORDER |
| Surface Water between May 2, 2007, |) | |
| and December 31, 2017 |) | PROPOSED |
| |) | ORDER |
| |) | |

Section I: INTRODUCTION

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region, Prosecution Team (Prosecution Team), and the Granada Community Services District (Settling Respondent) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate for adoption as an Order by settlement pursuant to Government Code section 11415.60. This Stipulated Order resolves all of the violations alleged herein by the imposition of administrative civil liability against the Settling Respondent in the amount of **\$33,100**.

Section II: RECITALS

2. The Settling Respondent owns and operates a sanitary sewer collection system consisting of approximately 33.4 miles of gravity sewer pipeline, 0.3 miles of force main, and a pump station. The Discharger serves the unincorporated areas of El Granada, Princeton, Princeton-by-the-Sea, Clipper Ridge, and Miramar, and the northern portion of the City of Half Moon Bay. Wastewater collected by the Settling Respondent's collection system is conveyed to the Sewer Authority Mid-Coastside for treatment and disposal.
3. The Settling Respondent is required to operate and maintain its collection system in compliance with State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (Sanitary Sewer Order). The State Water Resources Control Board adopted the Sanitary Sewer Order on May 2, 2006.
4. Prohibition C.1 of the Sanitary Sewer Order prohibits sanitary sewer overflows (SSOs) that result in a discharge of untreated wastewater to waters of the United States.

5. Section 301 of the federal Clean Water Act (CWA) prohibits the discharge of any pollutant by a person except as in compliance with the CWA. (33 U.S.C. § 1311.)
6. On January 9, 2018, the Prosecution Team issued a Proposed Settlement Offer for Sanitary Sewer Overflows to the Settling Respondent alleging violations of the Sanitary Sewer Order for six SSOs between May 2, 2007, and December 31, 2017, that discharged a total of 21,118 gallons of untreated sewage to the Pacific Ocean, a water of the United States.¹ Those SSOs, detailed in Attachment B, which is incorporated by reference herein, were alleged to have violated Prohibition C.1 of the Sanitary Sewer Order and Section 301 of the CWA. The Parties entered into settlement discussions and decided to resolve all six outstanding SSOs that discharged to waters of the United States.
7. Pursuant to California Water Code (Water Code) section 13385, subdivision (a)(5), a person that violates a Section 301 of the CWA is subject to administrative civil liability under Water Code section 13385, subdivision (c):

...in an amount not to exceed the sum of the following: (1) Ten thousand dollars (\$10,000) for each day in which the violations occurs. (2) Where there is a discharge, any portion of which is not susceptible to cleanup or is not cleaned up, and the volume discharged but not cleaned up exceeds 1,000 gallons, an additional liability not to exceed ten dollars (\$10) multiplied by the number of gallons by which the volume discharged but not cleaned up exceeds 1,000 gallons.
8. The Settling Respondent takes issue with the issuance of penalties for SSOs that occurred more than 5 years ago, beyond the federal statute of limitations for actions to enforce alleged violations under the CWA. The Prosecution Team believes that the Water Boards are not subject to statutes of limitation or laches, and that such administrative penalties are appropriate. In the spirit of cooperation, the Parties have agreed to set this issue aside with the explicit understanding that this settlement shall not be used as precedent for any future enforcement actions taken for alleged violations more than 5 years old.
9. To resolve the alleged violations in Section II, paragraph 6, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$31,300** against the Settling Respondent. The administrative civil liability imposed for the Water Code violations is the proposed liability the Prosecution Team calculated and asserted using Steps 1 through 10 of the State Water Resources Control Board's Water Quality Enforcement Policy (May 2010) (Enforcement Policy) as shown in Attachments A and B.
10. The Parties have engaged in settlement negotiations and agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Government Code section 11415.60.

¹ The timeframe begins on May 2, 2007, because that is when an enrollee was required to use the California Integrated Water Quality System for its reporting.

11. 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.

Section III: STIPULATIONS

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

12. **Administrative Civil Liability:** The Settling Respondent hereby agrees to the imposition of an administrative civil liability totaling **\$31,300** to resolve the alleged violations as set forth in Section II, paragraph 6, as follows: No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall submit a check for **\$31,300** made payable to the "State Water Pollution Cleanup and Abatement Account," with reference to the Order number on page one of this Stipulated Order, to the following address:

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

The Discharger shall provide a copy of the check via e-mail to the State Water Resources Control Board, Office of Enforcement (susan.loscutoff@waterboards.ca.gov) and the Regional Water Board (michael.chee@waterboards.ca.gov).

13. **Compliance with Applicable Laws:** The Settling Respondent 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.

14. **Party Contacts for Communications related to this Stipulated Order:**

For the Regional Water Board:

Michael Chee
San Francisco Bay Regional Water
Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
michael.chee@waterboards.ca.gov
(510) 622-2333

For the Settling Respondent:

Chuck Duffy
General Manager
Granada Community Services District
504 Alhambra Avenue, Third Floor
El Granada, CA 94018
cduffy@dudek.com
(650) 726-7093

15. **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 in connection with the matters set forth herein.

16. **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 12.
17. **Public Notice:** The Settling Respondent 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 Settling Respondent agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
18. **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.
19. **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.
20. **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.
21. **If the Order Does Not Take Effect:** If the 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 that this period has been extended by these settlement proceedings. Nothing in the preceding sentence shall be construed to in any way limit, waive, or otherwise constrain the Settling Respondent from asserting that administrative civil liabilities for SSOs that occurred more than 5 years ago are barred by the federal statute of limitations for actions to enforce alleged violations under the CWA, or by laches, delay, or other equitable defenses.
22. **Waiver of Hearing:** The Settling Respondent 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 the State Water Resources Control Board for hearing, the Settling Respondent does not waive the right to hearing before an order is imposed.
 23. **Waiver of Right to Petition or Appeal:** Except in the instance where the settlement is not adopted by the Regional Water Board, the Settling Respondent 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. This explicit waiver of rights includes potential future decisions by the Regional Water Board or its delegate directly related to this Stipulated Order, including but not limited to time extensions and other terms contained in this Stipulated Order.
 24. **Covenant Not to Sue:** The Settling Respondent 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, except that this covenant is not intended to and does not limit the Settling Respondent's rights to sue over other Regional Water Board orders (e.g., permits, cease and desist orders, etc.) or limit the Settling Respondent'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, 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.
 25. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Settling Respondent does not admit to liability or to the truth of the findings or allegations made by the Prosecution Team, or admit to any of the findings in this Stipulated Order or its

attachments, or admit to any violations of the Water Code, the Permit, any Regional Water Board Order, or any other federal, State, or local laws or ordinances, but recognizes that this Stipulated Order may be used as evidence of resolution of a prior enforcement action consistent with Water Code section 13327 and the Enforcement Policy. By entering into this agreement, the Settling Respondent does not waive any defenses or arguments related to any new enforcement action that may be brought by the Regional Water Board, including any brought under its discretionary enforcement authority reserved herein.

26. **Necessity for Written Approvals:** All Regional Water Board approvals and decisions under the terms of this Stipulated Order shall be communicated to the Settling Respondent 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 Settling Respondent of its obligation to obtain any final written approval this Stipulated Order requires.
27. **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.
28. **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.
29. **Severability:** The Settling Respondent's obligations under paragraph 12 above are contingent upon the entry of the Order of the Regional Water Board in the form attached hereto. Otherwise, this Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
30. **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 counterparts shall together constitute one document. Furthermore, 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.
31. **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.

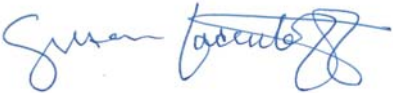
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Date: April 19, 2018

By: _____

Thomas Mumley
Assistant Executive Officer

Approved as to form:


By: _____

Susie Loscutoff, Attorney
State Water Resources Control Board
Office of Enforcement

Settlement Agreement and Stipulated Administrative Civil Liability
Granada Community Services District

Granada Community Services District

Date: 4/16/2018

By: 

Chuck Duffy, General Manager

Approved as to form:

By: 

Theresa A. Dunham, Attorney
Somach Simmons & Dunn

ORDER OF THE REGIONAL WATER BOARD

32. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
33. In accepting this Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385, subdivision (e), and has applied the Penalty Calculation Methodology set forth in the Enforcement Policy, which is incorporated by reference herein. The Regional Water Board's consideration of these factors and application of the Penalty Calculation Methodology is based on information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
34. This is an action to enforce the laws and regulations administered by the Regional Water Board, which therefore finds issuance of this Order exempt from the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) in accordance with section 15321, subdivision (a)(2), Title 14, of the California Code of Regulations.
35. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under this Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60 on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

Bruce H. Wolfe
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Factors in Determining Administrative Civil Liability

GRANADA COMMUNITY SERVICES DISTRICT SANITARY SEWER COLLECTION SYSTEM SANITARY SEWER OVERFLOWS MAY 2, 2007, TO DECEMBER 31, 2017 SAN MATEO COUNTY

The State Water Resources Control Board's Water Quality Enforcement Policy (Enforcement Policy) establishes a methodology for assessing administrative civil liability.² Use of the methodology addresses the factors required by Water Code sections 13327 and 13385, subdivision (e). Each factor in the Enforcement Policy and its corresponding category, adjustment, and amount for the alleged violation, is presented below. The Enforcement Policy is at:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/enf_policy_final111709.pdf

ALLEGED VIOLATIONS

From May 2, 2007, through December 31, 2017, the Granada Community Services District (Discharger) had six sanitary sewer overflows (SSOs) that discharged a total of 21,118 gallons of untreated sewage to the Pacific Ocean. These are violations of Clean Water Act section 301 (33 U.S.C. § 1311) and Water Code section 13385, subdivision (a), which prohibit the discharge of pollutants to surface waters except in compliance with a National Pollutant Discharge Elimination System permit. Clean Water Act section 301 prohibits any person from discharging any pollutant into waters of the United States unless that person has complied with all Clean Water Act permitting requirements. The SSOs also violate Prohibition C.1 of State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (Sanitary Sewer Order), which prohibits SSOs that result in a discharge of untreated wastewater to waters of the United States.

Details of the SSOs are shown in Attachment B. The six SSOs include the following:

- Three wet weather SSOs that occurred on January 25, 2008, and resulted in 1,274-gallon, 1,272-gallon, and 16,400-gallon discharges. The Discharger recovered none of these SSOs and reported their cause as rainfall exceeding design.
- Three dry weather SSOs that occurred on the following dates: February 8, 2008 (750 gallons); January 28, 2010 (1,000 gallons, 700 gallons of which were recovered); and December 23, 2012 (1,125 gallons). The Discharger reported the causes of these SSOs as either root intrusion or pipe failure.

² The 2010 Enforcement Policy applies to this enforcement action.

The factors considered in determining the liabilities are described below.

| PENALTY FACTOR | VALUE | DISCUSSION |
|---|-------|--|
| Harm or Potential Harm to Beneficial Uses for Discharge Violations | 1 | A “minor” potential for harm is selected for the three wet weather SSOs because their impacts fit the Enforcement Policy definition for minor harm (“potential short term impact to beneficial uses with no appreciable harm”). The San Francisco Bay Regional Water Quality Control Plan (Basin Plan) designates the following beneficial uses of the Pacific Ocean: industrial service supply (IND), commercial and sport fishing (COMM), shell harvesting (SHELL), marine habitat (MAR), fish migration (MIGR), preservation of rare and endangered species (RARE), fish spawning (SPWN), wildlife habitat (WILD), water contact recreation (REC1), noncontact water recreation (REC2), and navigation (NAV). The beneficial uses most affected were REC1 and REC2. Because the discharges were diluted with high wet weather flows, there were only short-term impacts to the recreational beneficial uses of the receiving waters with no appreciable harm. |
| | 2 | A “below moderate” potential for harm is selected for the three dry weather SSOs because their impacts fit the Enforcement Policy definition for below moderate harm (“harm or potential harm to beneficial uses is measurable in the short term, but not appreciable”). The SSOs occurred during dry weather when creek flows were lower and the discharges were full strength. As a result of some of the SSOs, health warning signs were posted along some affected water areas, indicating that recreational beneficial uses were affected. Public use was limited, but not appreciably so. |
| Physical, Chemical, Biological, or Thermal Characteristics (Degree of Toxicity) | 3 | An “above moderate” degree of toxicity is selected for all of the SSOs because the characteristics of the discharge fit the Enforcement Policy definition for above moderate toxicity (“chemical and/or physical characteristics of the discharged material exceed known risk factors and/or there is substantial concern regarding receptor protection”). The sewage discharged was not treated, was potentially toxic to aquatic organisms, and contained bacteria at levels exceeding human health standards. Therefore, the discharges posed an above moderate risk to potential receptors. |

| PENALTY FACTOR | VALUE | DISCUSSION |
|--|---------------------------|--|
| Susceptibility to Cleanup or Abatement | 1 | Less than 50 percent of each wet weather SSO was amenable to cleanup or containment because the discharges were quickly carried away by high creek flows to the ocean and the ocean current prevented cleanup or containment. |
| | 0 | Greater than 50 percent of each dry weather SSO was susceptible to cleanup. However, the actual SSO recovery for all three SSOs combined was about 25 percent. |
| Final Potential for Harm Score | 5 | The final potential for harm score is the sum of the factors above. A value of 5 (1+3+1) applies to the three wet weather SSOs. |
| | 5 | A value of 5 (2+3+0) applies to the three dry weather SSOs. |
| Per Gallon and Per Day Factor for Discharge Violations | 0.15 | <p>Based on the Enforcement Policy, a major deviation from requirement occurs when the requirement has been rendered ineffective (e.g., a discharger disregards the requirement or the requirement is rendered ineffective in its essential functions). Prohibition C.1 of the Sanitary Sewer Order prohibits discharge of untreated sewage to waters of the United States. Discharging to waters of the United States rendered this prohibition ineffective in its essential functions. This represents a “major” deviation from the requirement.</p> <p>Based on Tables 1 and 2 of the Enforcement Policy, a factor of 0.15 applies to all the SSOs, due to their Potential for Harm score of “5” and “major” Deviation from Requirement.</p> |
| Adjustment for High Volume Discharges | \$10/day No adjustment | The largest of the six SSOs was 16,400 gallons. This is not considered a “high volume discharge.” Therefore, \$10 per gallon liability is appropriate for all of the SSOs. |
| Initial Liability | \$33,102 | <p>The initial liability is determined by adding the liability for each of the six SSOs:</p> <p>Each individual SSO liability = (Per gallon factor x [SSO gallons discharged to surface water minus 1,000 gallons]) + (Per day factor x maximum per day amount of liability allowed [i.e., \$10,000] x the number of days of SSO duration).</p> <p>January 25, 2008: \$1,906.50 = (0.15 x 271 x10) + (0.15 x 1 x 10,000) January 25, 2008: \$1,908 = (0.15 x 272 x10) + (0.15 x 1 x 10,000) January 25, 2008: \$24,600 = (0.15 x 15,400 x10) + (0.15 x 1 x 10,000) February 8, 2008: \$1,500 = (0.15 x 0 x10) + (0.15 x 1 x 10,000) January 28, 2010: \$1,500 = (0.15 x 0 x10) + (0.15 x 1 x 10,000) December 23, 2012: \$1,687.50 = (0.15 x 125 x10) + (0.15 x 1 x 10,000)</p> |

| PENALTY FACTOR | VALUE | DISCUSSION |
|---|---------------------------|--|
| Adjustments for Discharger Conduct | | |
| Culpability | 1.0 | For the six SSOs, a neutral culpability factor is appropriate because the Discharger is responsible for the operation and maintenance of its collection system pipelines. However, the SSOs were not caused by intentional or negligent behavior. |
| Cleanup and Cooperation | 1.0 | For the six SSOs, a neutral cleanup and cooperation factor is appropriate because the Discharger cooperated during investigations. |
| History of Violations | 1.0 | For the six SSOs, a neutral history of violations factor is appropriate because the Discharger has no history of enforcement due to SSO violations. |
| Total Base Liability | \$33,102 | The total base liability is determined by multiplying the total initial liability by each applicable factor relating to the Discharger's conduct. |
| Ability to Pay and Continue in Business | No adjustment | The ability of a discharger to pay the recommended administrative civil liability is determined by its revenues and assets. The Discharger has an annual operating budget of \$1.5 million for fiscal year 2017/18. The proposed liability will not affect the Discharger's ability to continue operation and maintenance of its system. |
| Economic Benefit | Minimal | Pursuant to Water Code section 13385, subdivision (e), civil liability, at a minimum, must be assessed at a level that recovers the economic benefit, if any, derived from the acts that constitute a violation. The Discharger incurred minimal economic benefit as a result of the six SSOs. |
| Other Factors as Justice May Require | | |
| Maximum Liability | \$220,680 | Water Code section 13385 allows up to \$10,000 for each day in which a violation occurs, plus \$10 for each gallon exceeding 1,000 gallons discharged and not cleaned up. Therefore, the maximum liability reflects six SSOs totaling 21,118 gallons discharged to surface water and six days of violations. |
| Final Liability | \$33,100 (rounded) | The final liability is the total base liability after adjusting for ability to pay, economic benefit, other factors, and considering the maximum and minimum liabilities (and rounding to the nearest hundred dollars). |