CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SANTA ANA REGION

In the Matter of:	ORDER R8-2026-0061
EASTERN MUNICIPAL WATER DISTRICT, RIVERSIDE COUNTY	**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) is presented to the California Regional Water Quality Control Board, Santa Ana Region (Santa Ana Water Board), or its delegate, 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 is entered into by the Executive Officer, on behalf of the Santa Ana Water Board Prosecution Team (Prosecution Team), and the General Manager of Eastern Municipal Water District (Discharger) (collectively, the Parties). This Stipulated Order resolves all the violations alleged herein by the imposition of an administrative civil liability (ACL) against the Discharger in the amount of two million eleven thousand two hundred eighty dollars and sixty-three cents ($2,011,280.63).

II. Recitals

2. The Discharger owns and operates five regional water reclamation facilities, a series of storage ponds, pump stations, and distribution systems in its service area (collectively, Facilities).

3. The Facilities are regulated under Waste Discharge Requirements (WDRs) and Producer/User Reclamation Requirements Order R8-2008-0008, which was adopted on September 5, 2008, to discharge up to 59 million gallons per day (mgd) of tertiary treated wastewater from the five regional water reclamation facilities. The WDRs specify that the wastewater collection system is regulated under State Water Resources Control Board (State Water Board) General Order 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDRs).[1] The SSS WDRs require the Discharger

[1] The State Water Board updated the SSS WDRs through Order 2022-0103-DWQ (effective June 5, 2023), superseding and replacing Order 2006-0003-DWQ.

to operate and maintain its collection system to prevent sanitary sewer overflows and spills (SSOs).

4. Prohibition 4.2 of the SSS WDRs, states "[a]ny discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited."

5. Prohibition III.B of the Producer/User Reclamation Requirements Order R8-2008-0008, states "discharge of wastewater at a location or in a manner different from those described in this Order is prohibited."

6. The Prosecution Team alleges that from December 20, 2024, to January 2, 2025, the Discharger violated the WDRs' and/or the SSS WDRs' requirements when an SSO occurred from the Discharger's collection system, releasing 7,440,565 gallons of untreated wastewater at a location other than the designated disposal areas. The Discharger was able to recover approximately 1,922,000 gallons from cleanup efforts resulting in 5,450,625 gallons reaching Edgemont Channel, a water of the State.

7. Pursuant to Water Code section 13350, subdivision (a)(2), a person who "in violation of a waste discharge requirement, waiver condition, certification, or other order or prohibition issued... by a regional board or the state board, discharges waste, or causes or permits waste to be deposited where it is discharged, into the waters of the state... shall be liable civilly, and remedies may be proposed, in accordance with subdivision (d) or (e)."

8. Pursuant to Water Code section 13350, subdivision (e), the Santa Ana Water Board may impose civil liability administratively on a daily basis or on a per gallon basis, but not on both. Liability on a daily basis shall not exceed five thousand dollars ($5,000) for each day the violation occurs. Liability on a per gallon basis shall not exceed ten dollars ($10) for each gallon of waste discharged.

9. The *State Water Board's Water Quality Enforcement Policy* (Enforcement Policy)[2] was adopted on December 5, 2023. The Enforcement Policy's effective date is November 7, 2024. The Enforcement Policy's penalty methodology addresses the factors required to be considered when imposing administrative civil liability. The details of the violation, including the factors required to be considered by Water Code section 13327, are set forth in full in the accompanying Attachment A, which is incorporated herein by reference.

10. The Parties agree to fully settle the violation summarized in Attachment A without administrative or civil litigation and by presenting this Stipulated Order to

---

[2] State Water Board, 2024 Enforcement Policy, https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/2024/2024-enforcement-policy.pdf

the Santa Ana Water Board, or its delegate, for adoption as an Order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60.

11. To resolve the violation by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an ACL against the Discharger in the amount of two million eleven thousand two hundred eighty dollars and sixty-three cents ($2,011,280.63). The Prosecution Team believes that the resolution of the alleged violation is fair and reasonable, and fulfills enforcement objectives, that no further action is warranted concerning the alleged violation except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.

III. Stipulations

The Parties incorporate the following Recitals and stipulate the following:

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

13. **Administrative Civil Liability**: The Discharger hereby agrees to the imposition of an ACL in the amount of **two million eleven thousand two hundred eighty dollars and sixty-three cents ($2,011,280.63)** to resolve the violation specifically alleged in Attachment A to this Stipulated Order. In accordance with the State Water Board's 2017 Policy on Supplemental Environmental Projects (SEP Policy)[3], the Parties agree that $2,011,280.63 will be suspended pending the Discharger's completion of a supplemental environmental project (SEP) in accordance with Attachment B, herein incorporated. If any of the suspended liability becomes due and payable pursuant to Section III, paragraphs 6.b or 6.c, the Discharger must submit timely payment of the assessed amount by check. The check must be made payable to the "State Waste Discharge Permit Fund," reference "Order No. R8-2026-0061 WDPF Payment," and be mailed to:

    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 email to the State Water Board, Office of Enforcement (Perry.Elerts@waterboards.ca.gov) and the Santa Ana Water Board (Wei.Chang@waterboards.ca.gov).

---

[3] State Water Board, 2017 Policy on Supplemental Environmental Projects, effective May 3, 2018, available at https://www.waterboards.ca.gov/water_issues/programs/enforcement/docs/seps/20180503_sep_policy_amd.pdf.

14. **Supplemental Environmental Project:** The Discharger proposes to fund and implement the Quail Valley Subarea 4 Phase 1A Gravity Sewer Project (SEP), as set forth below and in the attached SEP Proposal (Attachment B). The SEP will transition properties in Quail Valley Subarea 4 from failing septic systems to a centralized sewer system, directly improving water quality and public health in a disadvantaged community (DAC), further supporting ongoing regulatory and community priorities. The complete SEP description, scope of work, reporting requirements, reporting schedule, and budget and milestones are contained in Attachment B.

15. **Compliance with the SEP Policy:** The SEP Amount and the SEP Project Schedule described in Attachment B comply with the SEP Policy for the reasons stated in paragraphs 16-29.

16. **SEP Amount:** Generally, the SEP Policy limits the value of a SEP to 50 percent of the total administrative civil liability (50 percent limit). SEP Policy section VIII, however, provides an exception that allows the Director of the Office of Enforcement (OE Director) to approve a proposed settlement to fund a SEP up to 100 percent of the administrative civil liability when a SEP is located in or benefits a community with a financial hardship (Financial Hardship Community), an environmental justice community (EJ Community), or a DAC, or where the SEP substantially furthers the human right to water. On July 14, 2026, the OE Director approved up to 100 percent of the proposed liability going towards the proposed SEP, because the SEP is located in and benefits Quail Valley which has a financial hardship as defined in the SEP Policy. Pursuant to the SEP Policy, a community has a "financial hardship" if it meets one of the following criteria: median household income for the community is less than 80 percent of the California median household income; the community has an unemployment rate of 10 percent or greater; or twenty percent of the population is below the poverty level. Quail Valley is located in Census Tract 427.17 and has a median household income of $75,012.[4] The Statewide median is $96,334. Therefore, the median household income for the Quail Valley community is less than 80 percent of the Statewide median (i.e., $77,067).

17. **SEP Completion Date:** As a material condition for the Santa Ana Water Board's acceptance of this Stipulated Order, the Discharger agrees that it bears ultimate responsibility for completing the SEP in accordance with the SEP milestones set forth in Attachment B, including expenditure of the full SEP Amount and the completion of the SEP no later than 36 months after this Stipulated Order's effective date (SEP Completion Date).

---

[4] Source of median household incomes: 2019-2013 American Community Survey (in 2023 inflation adjusted dollars).

18. **SEP Time Extensions:** The Santa Ana Water Board's Executive Officer (Executive Officer) may extend the deadlines set forth in Attachment B for good cause if the Discharger demonstrates delays from unforeseeable circumstances, provided that the Discharger continues to undertake all appropriate measures to meet the deadlines. Should an extension be needed, the Discharger must notify the Executive Officer in writing at least 30 days prior to the deadline. The written notice must specifically refer to this Paragraph and describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Discharger to prevent or minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance with this Stipulated Order. Any approval by the Executive Officer of an extension request will be sent to the Discharger in writing, and will expressly reference the extension request, and will have the effect of revising this Stipulated Order.

19. **Publicity:** Whenever the Discharger, or its agents or subcontractors, publicize one or more elements of the SEP, they must state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action by the Santa Ana Water Board against the Discharger.

20. **SEP Inspections:** The Discharger agrees that Santa Ana Water Board staff has permission to inspect any documents associated with SEP implementation and the locations where the SEP is being implemented, but only after permission is obtained from the owner(s) and/or resident(s) where SEP work was performed.

21. **No Benefit to Santa Ana Water Board Functions, Members or Staff:** The SEP provides no direct fiscal benefit to the Santa Ana Water Board's functions, its members, its staff, or any family member of staff.

22. **Reporting Requirements:** The Discharger must submit the following written reports to the designated Santa Ana Water Board contact identified in Section III, paragraph 2, below:

23. **Quarterly Reports:** Quarterly Reports must be submitted by the due dates specified in Attachment B. At a minimum, the Quarterly Reports must include a description and photos of the activities completed during the quarter being reported, an accounting of funds expended, and whether the Discharger is in compliance with the completion dates in Attachment B. If the Discharger is not in compliance with the schedule in Attachment B, the Quarterly Reports must explain the cause(s) of the delay(s) and the anticipated date of compliance with the schedule.

    i. **Certification of SEP Completion:** No later than 30 days after the SEP Completion Date, the Discharger must submit a final written report that documents SEP completion and provides a certified statement of SEP completion (Certification of SEP Completion), signed under penalty of perjury, that documents the following:

1. Completion of the SEP in accordance with the terms of this Stipulated Order;

2. Expenditures to implement the SEP, which may include external payments to outside vendors and other costs directly associated with completing the SEP, including the work undertaken to complete and submit the SEP Quarterly Reports and Certification of SEP Completion. In preparing the certification, the Discharger may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. The Discharger must include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Santa Ana Water Board to evaluate SEP completion and verify the costs incurred. The Discharger must provide Santa Ana Water Board staff with any information reasonably necessary to verify the Discharger's SEP expenditures and completion.

3. All applicable environmental laws and regulations were followed in implementing the SEP, including, but not limited to, the California Environmental Quality Act (CEQA), Water Code, and Clean Water Act.

24. **SEP Oversight:** Santa Ana Water Board staff will review the Quarterly Reports and Certification of SEP Completion completed by the Discharger to ensure that the SEP was completed in accordance with this Stipulated Order. The Discharger is responsible for any charged oversight costs, which are not included in the SEP Amount.

25. **Third Party Audit:** The Discharger must submit, at its sole cost, a report prepared by an independent third party(ies) acceptable to the Santa Ana Water Board, stating that in its professional opinion, the Discharger has or has not expended money in the amounts claimed. The Discharger agrees that the third-party auditor will be provided access to all documents that the auditor requests. The audit must be provided to the designated Santa Ana Water Board contact in Section III, paragraph 2, within three months of completion of the SEP.

26. **Santa Ana Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the designated Santa Ana Water Board contact will request the Santa Ana Water Board, or its delegate, to issue a "Satisfaction of Order." The issuance of the Satisfaction of Order will terminate any further obligations under this Stipulated Order and permanently suspend the SEP Amount.

27. **Failure to Expend the Entire SEP Amount on the Approved SEP:** If the Discharger is unable to demonstrate to the reasonable satisfaction of the Santa Ana Water Board or its delegate that the entire SEP Amount has been spent on the completed SEP, the Discharger must pay the difference between the SEP Amount and the amount demonstrated was actually spent on the SEP (the Difference) as an administrative civil liability. The Santa Ana Water Board or its delegate will issue a "Notice of Violation" (NOV) that will require the Discharger to pay the Difference to the "State Waste Discharge Permit Fund" within 30 days of the NOV's issuance date. The Discharger must submit payment in accordance with the payment method described in Section III, paragraph 2. Payment of the Difference will satisfy the Discharger's remaining obligations to implement the SEP.

28. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date, or if there has been a material failure to satisfy a project milestone, and the Executive Officer has not granted an extension pursuant to Section III, paragraph 5.b, the Executive Officer shall issue a "Notice of Failure to Complete SEP." The amount of suspended liability owed shall be determined via a Motion for Payment of Suspended Liability before the Santa Ana Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Santa Ana Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Santa Ana Water Board for expenditures made on the SEP prior to the issuance date of the Notice. Within 30 days of the Santa Ana Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in Section III, paragraph 2, above. Payment of the assessed amount shall satisfy the Discharger's obligations to implement the SEP.

29. **Compliance with Applicable Laws and Regulatory changes:** The Discharger understands that payment of the liability amount 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 additional violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liabilities. 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 legislation or regulations.

30. **Party contacts for communications related to this Stipulated Order:**

For the Santa Ana Water Board:

Eric T. Lindberg
Santa Ana Regional Water Quality Control Board
3737 Main St, Suite 500
Riverside, CA 92501
Eric.Lindberg@waterboards.ca.gov
(951) 782-3219

For the Discharger:

Joe Mouawad, General Manager
Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570
Mouawadj@emwd.org
(951) 928-3777

31. **Attorneys' Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs incurred by such Party in connection with the matters set forth herein.

32. **Matters Addressed by This Stipulated Order:** Upon the Santa Ana Water Board's adoption of this Stipulated Order, this Stipulated Order presents a final and binding resolution and settlement of the alleged violation in this Stipulated Order. The provisions of this Paragraph are expressly conditioned on the Discharger's full satisfaction of the obligations to implement the SEP in accordance with the terms of this Stipulated Order or full payment of any administrative civil liability amount assessed.

33. **Public Notice:** The Discharger understands that this Stipulated Order will be noticed for a 30-day public review and comment period prior to consideration by the Santa Ana Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Santa Ana Water Board or its delegate for adoption, the Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the Santa Ana Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

34. **Procedure:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Santa Ana Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Santa Ana Water Board, or its delegate, has the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or the Santa Ana Water Board, or its delegate, 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.

35. **No Waiver of Right to Enforce:** The failure of the Santa Ana 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 Santa Ana Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions, or comments by employees or officials of any Party regarding matters covered in this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Santa Ana Water Board reserves all rights to take additional enforcement actions, including, without limitation, the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Stipulated Order.

36. **Effect of the Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Santa Ana Water Board or any State agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

37. **Interpretation:** This Stipulated Order must be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

38. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, expressly referencing this Stipulated Order, signed by all Parties, and approved by the Santa Ana Water Board or its delegate.

39. **Integration:** This Stipulated Order constitutes the entire written agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.

40. **If the Stipulated Order Does Not Take Effect:** If the Stipulated Order does not take effect because the Santa Ana Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that the Prosecution Team may proceed to a contested evidentiary hearing before the Santa Ana Water Board to determine whether to assess an administrative civil liability for the underlying alleged violation, or may continue to pursue settlement. 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 any subsequent administrative or judicial proceeding or hearing and will be fully protected by California Evidence Code sections 1152 and 1154; California Government Code section 11415.60; and any other applicable privilege under federal and/or state law. The Parties also agree to waive any and all objections related to their efforts to settle this matter, including, but not limited to:

a. Objections related to prejudice or bias of any of the Santa Ana Water Board members or their advisors or any other objections to the extent that they are premised in whole or in part on the fact that the Santa Ana Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions, as a consequence of reviewing this Stipulated Order, and therefore may have formed impressions or conclusions, prior to conducting any contested evidentiary hearing in this matter; or

b. Laches or delay or other equitable defenses based on the time for administrative or judicial review to the extent this period was extended by these settlement proceedings

41. **No Admission of Liability/No Waiver of Defenses:** In settling this matter, the Discharger does not admit to any violations of the Water Code, the Clean Water Act, any Santa Ana Water Board or State 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 a prior history of violation consistent with Water Code sections 13327 and 13385, subdivision (e), and the Enforcement Policy. By entering into this agreement, the Discharger does not waive any defenses or arguments related to any new enforcement action that may be brought by the Santa Ana Water Board, including any brought under its discretionary enforcement authority reserved herein.

42. **Waiver of Hearing:** The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and, if the settlement is adopted by the Santa Ana Water Board, hereby waives its right to a hearing before the Santa Ana Water Board prior to the Stipulated Order's adoption. However, if the settlement is not adopted and if the matter proceeds to the Santa Ana Water Board or State Water Board for hearing, the Discharger does not waive its right to a hearing before an order is imposed.

43. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives the right to petition the Santa Ana Water Board's adoption of this Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California superior court and/or any California appellate-level court. In the event the Stipulated Order is not adopted by the Santa Ana Water Board, the Discharger does not waive its right to petition a future order imposed by the Santa Ana Water Board.

44. **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 SEP.

45. **State and Santa Ana Water Boards Not Liable:** Neither the State Water Board and Santa Ana Water Board members, nor the State Water Board and Santa Ana Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from the negligent or intentional acts or omissions by the Discharger or its respective directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Santa Ana Water Board, its members, staff, attorneys, or representatives 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.

46. **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 the Stipulated Order is executed.

47. **Necessity for Written Approvals:** All approvals and decisions of the Santa Ana 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 Santa Ana 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 required by this Stipulated Order.

48. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.

49. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.

50. **IRS form W-9:** Discharger acknowledges that, concurrently with providing its signature on this Stipulated Order, it must also submit to the Prosecution Team a complete IRS form W-9 (available at www.irs.gov/pub/irs-pdf/fw9.pdf), including Discharger's Taxpayer Identification Number. The State Water Board will include the information contained therein in its submission to the United States Internal Revenue Service in compliance with 26 USC § 6050X. Additionally, Discharger agrees to include its Taxpayer Identification Number on each check tendered to the State Water Board in satisfaction of Discharger's obligations under this Stipulated Order.

51. **Counterpart Signatures:** 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. 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.

52. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Santa Ana 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, Santa Ana Region Prosecution Team

By: **[Originally signed by Eric T. Lindberg on November 23, 2026.]** _____ Date
Eric T. Lindberg, PG CHG
Executive Officer

Eastern Municipal Water District

By: **[Originally signed by Joe Mouawad on November 19, 2026.]** _____ Date
Joe Mouawad
General Manager

HAVING CONSIDERED THE PARTIES' STIPULATIONS, THE SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD, BY AND THROUGH ITS EXECUTIVE OFFICER, FINDS THAT:

1. The foregoing Stipulated Order is fully incorporated herein and made part of this Order.

2. This is an action to enforce the laws and regulations administered by the Santa Ana Water Board. The Santa Ana 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 Stipulated 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 Santa Ana 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.

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, Santa Ana Region.

_____

Brian M. Covellone, Ph.D., P.G.
Assistant Executive Officer
Santa Ana Regional Water Quality Control Board

_____
Date

Attachment A: Violation Factor Consideration and Penalty Calculation Methodology

Attachment B: SEP Proposal