STATE WATER RESOURCES CONTROL BOARD

In the matter of:	)	
	)	
Los Angeles Department of Water and Power	)	**Order OE-2013-XXXX**
	)	
Haynes Generating Station for Administrative Civil Liability	)	**Settlement Agreement and Stipulation for Order; Order**
	)	

Section I: Introduction

This Settlement Agreement and Stipulation for Order ("Stipulated Order") is issued in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability Complaint OE-2011-0040, dated July 25, 2011 (the "Complaint"). The parties to this proceeding are the State Water Resources Control Board ("State Water Board") Office of Enforcement Prosecution Team, and the Los Angeles Department of Water and Power ("LADWP" or "Department")(collectively the "Parties").

Section II: Recitals

1. LADWP owns and operates Haynes Generating Station located at 6801 East Second Street in Long Beach, California. LADWP is permitted to discharge once-through cooling water, chemical metal cleaning wastes, and low volume wastes (non-chemical metal cleaning wastes, water softener regeneration wastes, demineralizer regeneration wastes, boiler and evaporator blowdown, condensate polisher regeneration wastes, and laboratory drains and floor drainage) to the following outfalls: Outfall 001 (A&B); Outfall 002 (A&B); and Outfall 003 (A&B). These outfalls discharge to the San Gabriel River watershed, a navigable water of the United States.

2. On June 29, 2000, the Los Angeles Regional Water Quality Control Board (Regional Water Board) adopted Order No. 00-081 titled *Waste Discharge Requirements for City of Los Angeles, Department of Water and Power (Haynes Generating Station)*. Order No. 00-081 serves as the Permittee's National Pollutant Discharge Elimination System (NPDES) Permit number CA0000353 and as waste discharge requirements for the discharge of effluent from its once-through cooling system.

3. The Complaint describes an administrative civil liability totaling $438,000 in mandatory minimum penalties (MMPs) for alleged violations of Order No. 00-081. These alleged violations are specifically identified in the Complaint as being subject to MMPs. Since the issuance of the Complaint, the Prosecution Team dismissed thirty-two alleged violations totaling $96,000 in MMPs. A revised alleged violations table

resulting in a total of $342,000 in MMPs is included in Attachment D of this Stipulated Order. Attachment D is incorporated herein by reference.

4. The Parties have engaged in discussions concerning the Prosecution Team's allegations and agree to settle the matter without administrative action or resorting to civil litigation by presenting this Stipulated Order to the State Water Board, or its delegee, for adoption as an order by settlement pursuant to Government Code section 11415.60. The Prosecution Team believes that this resolution is fair and reasonable and fulfills its requirement to impose MMPs under the Water Code. Therefore, no further action is warranted.

5. To resolve by consent and without further administrative proceedings, the Parties have agreed to the imposition of THREE HUNDRED FORTY TWO THOUSAND DOLLARS ($342,000.00) in MMPs against LADWP for alleged violations of the Water Code and Order No. 00-081, as set forth in the Complaint and Attachment D. LADWP shall pay ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($178,500.00) in penalties ("SEP Amount") to The Council for Watershed Health in support a Supplemental Environmental Projects ("SEP") called the "San Gabriel River Watershed Low Impact Development Monitoring Project" no later than 30 days following the execution of this Stipulated Order. The SEP outlined in Attachment A shall be incorporated into the Stipulated Order and satisfies the provisions of the State Water Resources Control Board Policy on Supplemental Environmental Projects. The remaining ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED DOLLARS ($163,500.00) will be paid to the State Water Resources Control Board Cleanup and Abatement Account.

Section III: Stipulations

The Parties incorporate Paragraphs 1 through 5 by this reference, as if set forth fully herein, and stipulate to the entry of this Order as set forth below, and recommend that the Regional Water Board issue this Stipulated Order to effectuate the settlement:

6. This Stipulated Order is entered into by the Parties to resolve by consent and without further administrative proceedings alleged violations of Order No. 00-081 as set forth in the Complaint and Attachment D.

7. **Administrative Civil Liability:** LADWP hereby agrees to the imposition of an administrative civil liability totaling THREE HUNDRED FORTY TWO THOUSAND DOLLARS ($342,000.00). Within thirty (30) days of the effective date of this Stipulated Order, LADWP agrees to remit, by check, ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($178,500.00) to fund the San Gabriel River Watershed Low Impact Development Performance Monitoring Project. Further LADWP agrees to remit, by check, ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED DOLLARS ($163,500.00) payable to the *State Water Pollution Cleanup and Abatement Account*, and shall indicate on the check the number of this Stipulated

Order. LADWP shall send the original signed check to the State Water Resources Control Board Division of Administrative Services, ATTN: Accounting 1001 "I" Street, 18th Floor, Sacramento, California 95814 and shall send a copy to Ms. Mayumi Okamoto, Office of Enforcement, State Water Resources Control Board, 1001 "I" Street, 16th Floor, Sacramento, California 95814.

8. **Compliance with Applicable Laws:** LADWP understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject LADWP to further enforcement, including additional administrative civil liability.

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

For the Los Angeles Regional Water Board:

Mr. Cris Carrigan
Director, Office of Enforcement
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, California 95814
(916) 341-5889
ccarrigan@waterboards.ca.gov

Ms. Mayumi Okamoto
Attorney, Office of Enforcement
State Water Resources Control Board
1001 "I" Street, 16th Floor
Sacramento, California 95814
(916) 341-5674
mokamoto@waterboards.ca.gov

For Los Angeles Department of Water and Power:

Ms. Katherine Rubin
Manager Wastewater Quality and Compliance
Los Angeles Department of Water and Power
111 North Hope Street, Room 1213
Los Angeles, California 90012
(213) 367-0436
katherine.rubin@water.ladwp.com

Ms. Michelle Lyman
Deputy City Attorney
Los Angeles Department of Water and Power
111 North Hope Street, Room 340
Los Angeles, California 90012
(213) 367-4530
michelle.lyman@ladwp.com

10. **Attorney's Fees and Costs:** Each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

11. **Matters Addressed by Stipulation:** Upon the State Water Board's adoption, this Stipulated Order represents a final and binding resolution and settlement of the violations alleged in the Complaint, and all claims, violations or causes of action that could have been asserted against the owner or operator as of the effective date of this Stipulated Order based on the specific facts alleged in the Complaint or this Stipulated Order ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability, in accordance with Paragraph 5. In consideration of the LADWP's compliance with this Stipulated Order, the Prosecution Team hereby agrees not to initiate any other administrative or judicial enforcement actions against LADWP for the violations alleged in the Complaint.

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

13. **Publicity:** Should LADWP or its agents or contractors publicize one or more elements of the SEP, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action by the State Water Board against LADWP

14. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the State Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, will be adequate. In the event procedural objections are raised 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 as necessary or advisable under the circumstances.

15. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or State 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 the Order. The failure of the Prosecution Team or State Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.

16. **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. LADWP is represented by counsel in this matter.

17. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the State Water Board.

18. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the State Water Board, or its delegee, or is vacated in whole or in part by the State Water Resources Control Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the State 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. Notwithstanding objections on the admissibility of settlement discussions as evidence in a hearing, the Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

a. Objections related to prejudice or bias of any of the State Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the State 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 Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint 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.

22. **No Admission of Liability:** In settling this matter, LADWP does not admit to any of the violations alleged in the Complaint; however, LADWP agrees that in the event of any future enforcement actions by the Regional Water Board or the State Water Board, the Stipulated Order may be used as evidence of a prior enforcement action consistent with Water Code section 13385(e) or Water Coder section 13327.

23. **Waiver of Hearing:** LADWP has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the State Water Board prior to the adoption of the Stipulated Order.

24. **Waiver of Right to Petition:** LADWP hereby waives its right to appeal the Stipulated Order to a California Superior Court and/or any California appellate level court.

25. **Covenant Not to Sue:** LADWP agrees to a covenant not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any Covered Matter.

26. **State Water Board is Not Liable:** Neither the State Water Board members nor the State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by LADWP, their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

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 Order.

28. **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.

29. **Effective Date**: This Stipulated Order shall be effective and binding on the Parties upon the date the State Water Board, or its delegee, enters the Order.

30. **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.

IT IS SO STIPULATED.

State Water Resources Control Board
Office of Enforcement Prosecution Team

By: _____
Christian M. Carrigan, Director

Date: 6/17/13

Los Angeles Department of Water and Power

By: _____
Ronald O. Nichols, General Manager

Date: 6/7/13

Section IV: Order of the State Water Board

31. The State Water Board incorporates Paragraphs 1 through 30 by this reference as if set forth fully herein.

32. The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, LADWP hereby agrees to comply with the terms and conditions of this Order.

33. The terms of the foregoing Stipulation are fully incorporated herein and made part of this Order of the State Water Board.

34. This Stipulated Order is severable; should any provision be found invalid the remainder shall remain in full force and effect.

35. This is an action to enforce the laws and regulations administered by the State Water Board. The State 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(a)(2), Title 14, of the California Code of Regulations.

36. The State Water Board is authorized to refer this matter directly to the Attorney General for enforcement if LADWP fails to perform any of its obligations under the Stipulated Order.

37. Fulfillment of LADWP's obligations under the Stipulated Order constitutes full and final satisfaction of any and all liability for each claim in the Complaint in accordance with the terms of the Stipulated Order.

Pursuant to CWC section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the State Water Resources Control Board.

_____

Thomas Howard, Executive Director

Date: _____

ATTACHMENT A

The State Water Board Office of Enforcement Prosecution Team and the Los Angeles Department of Water and Power ("LADWP" or "Department")(collectively "Parties") agree to the following as referenced in Paragraph 5 in the Stipulated ACL Order. The parties agree that this resolution includes a supplemental environmental project (SEP) as provided for as follows:

A. Definitions

"Cleanup and Abatement Account" – the State Water Pollution Cleanup and Abatement Account.

"Designated Water Board Representative" – the representative from the State Water Resources Control Board responsible for oversight of the supplemental environmental project (SEP). The contact information for this representative is as follows:

Erin Mustain
Office of Information Management and Analysis
State Water Resources Control Board
1001 "I" Street, 16th Floor
Sacramento, California 95814
(916) 445-9379
emustain@waterboards.ca.gov

"Enforcement Coordinator" – The person on the Regional Water Board staff who is responsible for enforcement coordination.

"Implementing Party" – An independent third party(ies) with whom the Settling Respondent has contracted or otherwise engaged to implement the SEP.

"Milestone Requirement" – A requirement with an established time schedule for meeting/ascertaining certain identified measurements of completed work.

"SEP Completion Date" – The date when the SEP will be completed in its entirety.

ATTACHMENT A

B. Administrative Civil Liability and Costs Of Enforcement

1. Total Administrative Civil Liability

LADWP shall be subject to administrative civil liability in the total amount of THREE HUNDRED FORTY TWO THOUSAND DOLLARS ($342,000.00). The administrative civil liability includes a payment, by check, of the costs of a SEP in the amount of ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($178,500.00). The cost of the SEP will be referred to as the "SEP Amount" and will be treated as a Suspended Administrative Civil Liability. The administrative civil liability also includes a payment, by check, of ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED DOLLARS ($163,500.00) payable to the *State Water Pollution Cleanup and Abatement* Account.

2. Payment

Payment of the administrative civil liability shall be made in the manner described in Paragraphs 5 and 7 of the Stipulated ACL Order.

C. Description of the SEP

LADWP proposes to contribute the SEP Amount to The Council for Watershed Health (Council), the Implementing Party, for the San Gabriel River Watershed Low Impact Development Performance Monitoring Project (SEP or Project), located in the San Gabriel River Watershed.

The Project will monitor performance of various low impact development (LID) and green infrastructure best management practices (BMPs) that are already installed, under construction, or in the planning stages of construction throughout the San Gabriel River Watershed in order to gain a better understanding of the ability of these practices to improve water quality and increase groundwater recharge. This is part of an ongoing long-term research project called "The Water Augmentation Study," to determine whether local water supplies can be increased and urban runoff pollution reduced by increasing infiltration of stormwater runoff.

One example of LID is the Elmer Avenue Retrofit project. The Council and its affiliates developed a "Green Street" by constructing an infiltration gallery under the street, bio-swales, rain gardens, rain barrels, drought-tolerant landscaping, drip irrigation, and other permeable surfaces. Then they monitored the project's performance in terms of water quality, water quantity, and public opinion.

1. Background

The San Gabriel River receives drainage from a 689 square mile area of eastern Los Angeles County and has a main channel length of approximately 58 miles; its headwaters originate in the San Gabriel Mountains. The river empties to the Pacific Ocean at the Los Angeles/Orange Counties boundary in Long Beach. The main tributaries of the river are Big and Little Dalton Wash, San Dimas Wash, Walnut Creek, San Jose Creek, Fullerton Creek, and Coyote Creek.

ATTACHMENT A

The existing beneficial use designations for the San Gabriel River Watershed include: Municipal and Domestic Supply (MUN), Industrial Service Supply (IND), Industrial Process Supply (PROC), Agricultural Supply (AGR), Groundwater Recharge (GWR), Water Contact Recreation (REC-1), Non-Contact Water Recreation (REC2), Commercial and Sport Fishing (COMM), Warm Freshwater Habitat (WARM), Cold Freshwater Habitat (COLD), Estuarine Habitat (EST), Marine Habitat (MAR), Wildlife Habitat (WILD), Protection of Rare and Endangered Species (RARE), Spawning (SPWN), Migratory (MIGR), and Wetland Habitat (WET). There is also a potential beneficial use designation of Shellfish Harvesting (SHELL) in the estuary and an intermittent beneficial use of Freshwater Replenishment (FRSH) in the Puddingstone Dam and Reservoir area.

Based on the 2010 Integrated Report for Clean Water Act Section 303(d) List and 305(b) Report, several water bodies within the watershed are impaired. The San Gabriel River Estuary is listed as impaired for copper, dioxin, nickel, and dissolved oxygen and has a Total Maximum Daily Load (TMDL) for copper (2007). The San Gabriel River Reach 1 (Estuary to Firestone) is impaired for coliform bacteria and pH. The San Gabriel River Reach 2 (Firestone to Whittier Narrows Dam) is impaired for coliform bacteria, cyanide, and lead (TMDL for lead in 2007). The San Gabriel River Reach 3 (Whittier Narrows to Ramona) is impaired for indicator bacteria. Coyote Creek is impaired for ammonia, dissolved copper, diazinon, indicator bacteria, lead, pH, and toxicity (copper and lead are covered in the 2007 metals TMDL). Coyote Creek, North Fork is impaired for indicator bacteria and selenium. Walnut Creek Wash is impaired for benthic-macroinvertebrate bioassessments (toxicity), indicator bacteria, and pH. San Jose Creek Reach 1 (San Gabriel Confluence to Temple Street) is impaired for ammonia, coliform bacteria, pH, total dissolved solids, and toxicity. San Jose Creek Reach 2 (Temple to I-10 at White Ave.) is impaired for coliform bacteria. Puddingstone Reservoir is impaired for chlordane, DDT, mercury, low dissolved oxygen, and polychlorinated biphenyls (PCBs) (Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs TMDL 2012). Santa Fe Dam Park Lake is impaired for copper, lead, and pH (also under the Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs TMDL 2012). Crystal Lake is impaired for low dissolved oxygen. El Dorado Lakes are impaired for algae, ammonia, copper, eutrophic, lead, mercury, and pH (copper TMDL and Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs TMDL 2012). Sawpit Creek is impaired for bis(2-ethylhexyl)phthalate and fecal coliform. Puente Creek is impaired for indicator bacteria and selenium. Legg Lake is impaired for ammonia, copper, lead, odor, pH, and trash (Trash TMDL 2008 and Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs TMDL 2012). The Artesia-Norwalk Drain is impaired for indicator bacteria and selenium. Peck Road Park Lake is impaired for chlordane, DDT, lead, odor, low dissolved oxygen, and trash (Trash TMDL 2008 and Nitrogen, Phosphorus, Mercury, Trash, Organochlorine Pesticides and PCBs TMDL 2012). The San Gabriel River, East Fork is impaired for trash (Trash TMDL 2008).

Significant issues in the San Gabriel River Watershed include sluicing of reservoirs, the protection of groundwater recharge areas, trash in upper watershed, mining/stream modifications, ambient toxicity, urban and storm water runoff quality, and nonpoint source loadings from nurseries and horse stables.

A major contributing source of pollution in the San Gabriel Watershed is from industrial and construction stormwater discharges as well as discharges to the Los Angeles

County MS4 and the Orange County MS4. There are five major municipal NPDES dischargers. The Haynes Generating Station (Facility) is one of only two major individual industrial NPDES dischargers in the San Gabriel Watershed. The Facility draws in water from Alamitos Bay (the intake structure is located at the east corner of the Long Beach Marina) and discharges through three outfalls into the tidal prism just north of Second Street in Long Beach, California. The Facility's NPDES permit contains effluent limits for metals such as copper, lead, selenium, and zinc. However, these limits are based on the California Ocean Plan objectives rather than the California Toxics Rule and Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries Plan meaning that the limits in the NPDES permit are less stringent than the California Toxics Rule saltwater criteria. Specifically, this means that there is a potential for the Facility to discharge metals in exceedance of the numeric targets for the San Gabriel River Watershed.

2. Project Overview:

While the project will take place predominately, but not exclusively within Reach 2 of the San Gabriel River Watershed, the SEP will benefit the entire Watershed downstream of the project by reducing urban stormwater runoff to surface and increasing infiltration to the groundwater within the watershed. This project will provide more data on the efficacy of specific BMPs by examining existing LID and green infrastructure projects in the Watershed over the course of two wet seasons.

3. Project Goals

The Council has designed a comprehensive monitoring program to answer the following five questions and track the performance of the green infrastructure projects.

1) What effect do the BMPs have on water quality?
2) What effect do the BMPs have on water supply?
3) What are the operation and maintenance needs of the BMPs?
4) How has the project affected the resident's relationship to watershed health?
5) What are the additional benefits of the projects?

The indicators being monitored to evaluate performance include, but are not limited to, the quantity of water infiltrated, the pollutant load reductions, perception among homeowners, changes in the surrounding neighborhoods, life-cycle costs, and changes in biological diversity. The project with utilize automated stormwater sampling locations.

4. Water Quantity and Quality Benefits of the SEP

The success of the Elmer Avenue Project provides a demonstrative example of the benefits of the project. Preliminary findings of the Elmer Avenue Project indicate a reduction in metals, total suspended solids, and other measured constituents. That quantity of water entering the infiltration galleries was monitored using area velocity flow sensors and between April 2010 and February 2011, 11 inches of precipitation contributed to 10 Acre-feet, over 3.2 million gallons of water for recharge.

The proposed SEP will enable the Council to quantify the water quality and water quantity benefits to other LID projects within the San Gabriel River Watershed.

ATTACHMENT A

5. Public Benefits of the SEP

The residential surveys found that residents on Elmer Avenue were satisfied with the walkability on their block and the ease of maintenance of the elements installed within the public right-of-way. The project also educated and improved the residents' understanding of rainwater capture, and the terms "infiltration," "runoff," and "watershed." The proposed SEP will enable the Council to quantify the public benefits to other LID projects in the San Gabriel River Watershed.

6. Include documented support by one or more of the following

a) Other Agencies:

Since 2000, the Bureau of Reclamation has been engaged in partnership with the Los Angeles and San Gabriel Rivers Watershed Council and other agencies in a *Water Augmentation Study. (Source: Los Angeles Basin Ground Water Augmentation Model Version 4.1.10, February 2007)*

7. Key personnel involved with the project

Kristy Morris, Senior Scientist/Water Quality
Mike Antos, Research Manager
Eileen Alduenda, Researcher/Project Manager

8. Financing the SEP

Thirty (30) days following the State Water Board executing the Stipulated Order, the SEP Amount of $178,500 shall be sent to the Council in support of the SEP project.

9. Project Implementation, Milestone, and Completion Deadlines

Attachment B titled "Council For Watershed Health SEP SGRW LID Performance Monitoring Project" sets forth the Project implementation schedule, milestone deadlines, and deadlines for deliverables. Attachment B is incorporated herein by reference.

10. Criteria to Assess SEP Success

Ultimately, the primary success criteria will be the analysis of water quality benefits gleaned from the data that is collected during the two wet seasons. The Implementing Party will complete a Final Report by June 30, 2015 that analyzes the effectiveness of LID and green infrastructure examined as part of the monitoring study. This report, along with its supporting raw data will be furnished to LADWP and the State Water Board.

11. Maintenance Plan Beyond the SEP-funded Period

The SEP will not require maintenance by LADWP or the Implementing Party beyond the project period.

ATTACHMENT A

D. Representations and Agreements Regarding SEPS

1. Implementing Party Performing SEP

a) Representation of the Implementing Party

As a material consideration for the State Water Board's acceptance of this Stipulated Order, the Council for Watershed Health, and/or successor entity (Implementing Parties) represent that it will utilize the funds provided to it by LADWP to implement the SEP in accordance with the schedule set forth in Attachment B of the Stipulated Order. LADWP understands that its promise to oversee the implementation of the SEP, in its entirety and in accordance with the schedule, is a material condition of this settlement of liability between LADWP and the State Water Board. LADWP agrees that the State Water Board has the right to require the Implementing Parties to implement the SEP in accordance with the terms of this Stipulated Order if it has received funds for that purpose from LADWP. The Implementing Parties agree to submit to the jurisdiction of the State Water Board to enforce the terms of this Stipulated Order and the implementation of the SEP.

b) Agreement of Third-Party to Accept SEP Funds and Implement SEP

A Memorandum of Agreement, or similar vehicle, between LADWP and the Implementing Party details the respective obligations and responsibilities of LADWP and the Implementing Party or successor public agency. The primary responsibility of LADWP will be to provide ONE HUNDRED SEVENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($178,500.00) to the Implementing Party for completion of the SEP Project. LADWP will be tracking the progress San Gabriel River Watershed LID Performance Monitoring Project in order to determine that target dates will be met. A copy of the Memorandum of Agreement has been provided to the Regional Water Board and is attached hereto as Attachment C.

E. Publicity Associated with SEP

Whenever LADWP or its agents or subcontractors or the Implementing Parties publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is being undertaken as part of the settlement of an enforcement action by the State Water Board against LADWP.

F. Submittal of Progress Reports

In lieu of LADWP submitting annual progress reports, the Implementing Party will provide the Deliverables listed in Attachment B to LADWP and the Designated Water Board Representative. For each Milestone deadline listed in Attachment B, the Implementing Party will provide written documentation demonstrating that the Milestone has been achieved. The Project Implementation and Milestone deadlines occur at least once annually, if not more frequently. Therefore, the requirement to submit annual progress reports will be more than adequately met. Because LADWP is providing funding without technical input toward SEP Project, LADWP will not have control of overall progress.

LADWP and/or the Implementing Party shall permit inspection of the SEP by the Regional Water Board or State Water Board staff at any time without notice.

G. Audits and Certification of Environmental Project

1. Certification of Expenditures

On or before June 30, 2015, LADWP shall submit a certified statement by responsible corporate officials representing LADWP and the Implementing Party that documents the expenditures by the Council of Watershed Health and the Implementing Party during the portion of the SEP that utilizes LADWP funding. The expenditures may be external payments to outside vendors or contractors implementing the SEP. In making such certification, the official may rely upon normal company project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental and information technology contractors or consultants. The Council of Watershed Health shall provide to LADWP any additional information requested by Regional or State Water Board staff which is reasonably necessary to verify LADWP's SEP expenditures.

2. Certification of Performance of Work

On or before June 30, 2015, the LADWP and the Implementing Party on behalf of the LADWP shall submit a report, submitted under penalty of perjury, stating that the SEP has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional or State Water Board to evaluate the completion of the SEP and the costs incurred by LADWP and the Implementing Party.

3. Certification that Work Performed on SEP Met or Exceeded Requirements of CEQA and Other Environmental Laws

On or before June 30, 2015, LADWP and the Implementing Parties on behalf of LADWP shall submit documentation, under penalty of perjury, stating that the SEP meets or exceeds the requirements of CEQA, if applicable, and or other environmental laws. LADWP and the Implementing Party shall, before the SEP implementation date, consult with other interested State Agencies regarding potential impacts of the SEP, if applicable. Other interested State Agencies include, but are not limited to, the California Department of Fish and Game. To ensure compliance with CEQA where necessary, LADWP and the Implementing Party shall provide Designated Water Board Representative with the following documents from the lead agency:

a) Categorical or statutory exemptions;

b) Negative Declaration if there are no "significant" impacts;

c) Mitigated Negative Declaration if there are potential "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potential significant impacts;

d) Environmental Impact Report (EIR) if there are "significant" impacts.

4. Third Party Audit

In addition to the certification, within 90 days of the completion of the SEP and at the discretion of the Director of the Office of Enforcement which shall be exercised only for cause in consideration of LADWP's payment in full of the SEP Amount, LADWP shall submit a report prepared by an independent third party(ies) acceptable to the Regional Water Board staff providing such party(ies)'s professional opinion that the SEP Amount has been expended as represented by LADWP. Such information shall be provided to the Director of the Office of Enforcement within three (3) month of the request for the audit. The audit need not address any costs incurred by the State Water Board for oversight.

I. State Water Board Acceptance of Completed SEP

Upon LADWP's satisfaction of its obligations under this Stipulated Order, the completion of the SEP and any audits, the Director of the Office of Enforcement, with notice to the regional Enforcement Coordinator, shall request that the State Water Board issue a "Satisfaction of Order". The issuance of the Satisfaction of Order shall terminate any further obligations of LADWP or the Implementing Party under this Stipulated Order.

L. Regional and State Water Board Not Liable

Neither the Regional or State Water Board members nor their staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by LADWP or the Implementing Party, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional or State Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the LADWP, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

LADWP or the Implementing Party covenant not to sue or pursue any administrative or civil claim or claims against any State Agency or the State of California, or their officers, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by the ACL, this Stipulated Order or the SEP.

ATTACHMENT B

Council for Watershed Health

SEP SGRW LID Performance Monitoring Project

Task	Description	Milestone / Deliverable	Schedule / Timeline
1	Identify and map existing LID / Green Infrastructure projects in the San Gabriel River Watershed	Milestone 1-1 LID / GI Project identification and review of viability for inclusion of monitoring plan completed. Deliverable 1-1 Map of Existing LID / Green Infrastructure Projects in San Gabriel River Watershed and monitoring status (current monitoring data available, viable for monitoring, not viable for monitoring, etc.)	Milestone/Deliverable 1-1 by 31 August 2013
2	Secure agreements for use of existing monitoring data and agreements to monitor project sites and use data in research.	Milestone 2-1 Agreements secured Deliverable 2-1 List of Agreements. Updated Map indicating which projects are participating in monitoring plan.	Milestone/Deliverable 2-1 by 30 September 2013

ATTACHMENT B

3	Monitor participating LID / GI Projects for two wet seasons.	Milestone 3-1 Wet Season 1 monitoring completed Deliverable 3-1 Report summarizing monitoring approach for each project.	Milestone/Deliverable 3-1 by 28 February 2014
		Milestone 3-2 Wet Season 1 monitoring completed Deliverable 3-2 Report summarizing monitoring approach for each project.	Milestone/Deliverable 3-2 by 28 February 2015
4	Analyze monitoring data	Milestone 4-1 Wet Season 1 monitoring data analyzed. Deliverable 4-1 Draft Report summarizing analysis of Wet Season 1 monitoring data.	Milestone/Deliverable 4-1 by 31 May 2014
		Milestone 4-2 Wet Season 2 monitoring data analyzed. Deliverable 4-2 Draft Final Report summarizing analysis of Wet Season 1 & 2 monitoring data.	Milestone/Deliverable 4-2 by 30 April 2015

ATTACHMENT B

5	Issue report, conduct public outreach	Milestone 5-1 Final Report complete. Deliverable 5-1 Publish Final Report on CWH's website and e-news; feature in publication such as Watershed Wise. Deliverable 5-2 Press Release announcing completion of Final Report. Deliverable 5-3 Present Final Report at local or regional meeting such as San Gabriel Valley Council of Governments meeting or other appropriate venue.	Milestone/Deliverable 5-1,2,3 by 30 June 2015

Memorandum of Understanding

This shall serve as a Memorandum of Understanding by and between the The Council for Watershed Health and the Los Angeles Department of Water and Power for the Supplimental Environmental Project "LID Performance Monitoring Project".

The Council for Watershed Health commits to receive funding in the amount of $178,500 and to serve as the implementing party for the LID Performance Monitoring Project (project), as detailed in the Settlement Agreement and Stipulated Order. The Council for Watershed Health will maintain documentation of SEP expenditures on the project and will provide that documentation to the Los Angeles Regional Water Quality Control Board if so requested.

Agree:

Council for Watershed Health
700 N. Alameda Street
Los Angeles, CA 90012

Signature
NANCY L. C. STEELE
EXECUTIVE DIRECTOR

1/3/2013
Date

Los Angeles Department of Water and Power
111 North Hope Street, Room 1213
Los Angeles, CA 90012

Signature
RONALD O. NICHOLS
GENERAL MANAGER

12/31/12
Date

ATTACHMENT D

Los Angeles Department of Water and Power
Haynes Generating Station
CI # 2769

Effluent Limitation Violations Requiring Manadatory Minimum Penalties

#	Violation Number	Violation Date[1]	Constituent	Pollutant Group	Limitation Period	Outfall	Limit	Result/ Average	Units	% Over Limit	Date 180 Days Prior	Serious[2] Violation?	Chronic?	Exempted from MMP?	No. of Violations within the 180 days[3]	Mandatory Fine?	Water Code	Penalty
1	760712	11/30/2004	Zinc	Group 2	Monthly Average	Outfall 003(A&B)	74	90.3	ug/L	22%	6/3/2004	Y	N		N/A	Y	13385(h)	$3,000
2	760805	11/30/2004	Copper	Group 2	Monthly Average	Outfall 001(A&B)	7.5	15.7	ug/L	109%	6/3/2004	Y	N		N/A	Y	13385(h)	$3,000
3	760807	11/30/2004	Copper	Group 2	Monthly Average	Outfall 003(A&B)	7.5	13	ug/L	73%	6/3/2004	Y	N		N/A	Y	13385(h)	$3,000
4	760827	11/30/2004	Copper	Group 2	Monthly Average	Outfall Serial 001(A&B)	7.5	32.8	ug/L	337%	6/3/2004	Y	N		N/A	Y	13385(h)	$3,000
5	168189	12/24/2004	TSS	Group 1	Daily Maximum	Sanitary	45	69	mg/L	53%	6/27/2004	Y	N		N/A	Y	13385(h)	$3,000
6	760714	12/31/2004	TSS	Group 1	Monthly Average	Sanitary	30	39.6	mg/L	N/A	7/4/2004	N	Y		6	Y	13385(i)	$3,000
7	760460	2/2/2005	TSS	Group 1	Daily Maximum	Sanitary	45	76	mg/L	69%	8/6/2004	Y	N		N/A	Y	13385(h)	$3,000
8	760478	2/28/2005	Copper	Group 2	Monthly Average	Outfall 002A. No sample at 002B.	7.5	8.5	ug/L	13%	9/1/2004	N	Y		10	Y	13385(i)	$3,000
9	168190	2/28/2005	TSS	Group 1	Monthly Average	Sanitary	30	31	mg/L	3%	9/1/2004	N	Y		11	Y	13385(i)	$3,000
10	766070	5/4/2005	Arsenic	Group 2	Daily Maximum	Outfall 001A. No flow at 001B.	162.5	172	ug/L	6%	11/5/2004	N	Y		13	Y	13385(i)	$3,000
11	766074	5/4/2005	Arsenic	Group 2	Daily Maximum	Outfall 002(A&B)	162.5	176.7	ug/L	9%	11/5/2004	N	Y		14	Y	13385(i)	$3,000
12	766116	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 003(A&B)	30.5	30.9	ug/L	1%	12/2/2004	N	Y		11	Y	13385(i)	$3,000
13	766119	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 003(A&B)	117	118.7	lb/day	1%	12/2/2004	N	Y		12	Y	13385(i)	$3,000
14	766120	5/31/2005	Copper	Group 2	Monthly Average	Outfall 003(A&B)	7.5	11.2	ug/L	49%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
15	766133	5/31/2005	Copper	Group 2	Monthly Average	Outfall 003(A&B)	29	45	lb/day	55%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
16	766150	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 001(A&B)	30.5	81.6	ug/L	168%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
17	766157	5/31/2005	Copper	Group 2	Monthly Average	Outfall 001(A&B)	7.5	17.1	ug/L	128%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
18	766168	5/31/2005	Copper	Group 2	Monthly Average	Outfall 001(A&B)	17.3	25.5	lb/day	47%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
19	766175	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 001(A&B)	70.2	121	lb/day	72%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
20	766195	5/31/2005	Nickel	Group 2	Monthly Average	003(A&B)	105	120.7	lb/day	15%	12/2/2004	N	Y		13	Y	13385(i)	$3,000
21	766240	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 002(A&B)	30.5	67	ug/L	120%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
22	766248	5/31/2005	Arsenic	Group 2	Monthly Average	Outfall 002(A&B)	70.5	141.5	lb/day	101%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
23	766255	5/31/2005	Copper	Group 2	Monthly Average	002(A&B)	7.5	13	ug/L	73%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
24	902319	5/31/2005	Zinc	Group 2	Monthly Average	Outfall 001(A&B)	74	87.3	ug/L	18%	12/2/2004	N	Y		14	Y	13385(i)	$3,000
25	905075	5/31/2005	Copper	Group 2	Monthly Average	002(A&B)	17.3	27.5	lb/day	59%	12/2/2004	Y	N		N/A	Y	13385(h)	$3,000
26	766044	6/30/2005	Arsenic	Group 2	Monthly Average	Outfall 002B. No sample at 002A	30.5	68.8	ug/L	126%	1/1/2005	Y	N		N/A	Y	13385(h)	$3,000
27	766049	6/30/2005	Copper	Group 2	Monthly Average	Outfall 002B. No sample at 002A	7.5	10.8	ug/L	44%	1/1/2005	Y	N		N/A	Y	13385(h)	$3,000
28	766061	6/30/2005	Zinc	Group 2	Monthly Average	Outfall 002B. No sample at 002A	74	117	ug/L	58%	1/1/2005	Y	N		N/A	Y	13385(h)	$3,000
29	265563	8/3/2005	BOD	Group 1	Daily Maximum	Sanitary	45	64	mg/L	42%	2/4/2005	Y	N		N/A	Y	13385(h)	$3,000
30	265564	8/3/2005	TSS	Group 1	Daily Maximum	Sanitary	45	59	mg/L	31%	2/4/2005	N	Y		24	Y	13385(i)	$3,000
31	265561	8/17/2005	BOD	Group 1	Daily Maximum	Sanitary	45	113	mg/L	151%	2/18/2005	Y	N		N/A	Y	13385(h)	$3,000
32	265562	8/17/2005	TSS	Group 1	Daily Maximum	Sanitary	45	47	mg/L	4%	2/18/2005	N	Y		24	Y	13385(i)	$3,000
33	265565	8/24/2005	BOD	Group 1	Daily Maximum	Sanitary	45	65	mg/L	44%	2/25/2005	Y	N		N/A	Y	13385(h)	$3,000
34	265566	8/31/2005	TSS	Group 1	Monthly Average	Sanitary	30	37	mg/L	23%	3/4/2005	N	Y		25	Y	13385(i)	$3,000
35	265567	8/31/2005	BOD	Group 1	Monthly Average	Sanitary	30	52	mg/L	73%	3/4/2005	Y	N		N/A	Y	13385(h)	$3,000
36	360508	9/7/2005	BOD	Group 1	Daily Maximum	Sanitary	45	53	mg/L	18%	3/11/2005	N	Y		27	Y	13385(i)	$3,000
37	360506	9/14/2005	BOD	Group 1	Daily Maximum	Sanitary	45	49	mg/L	9%	3/18/2005	N	Y		28	Y	13385(i)	$3,000
38	360505	9/21/2005	BOD	Group 1	Daily Maximum	Sanitary	45	244	mg/L	442%	3/25/2005	Y	N		N/A	Y	13385(h)	$3,000
39	360507	9/28/2005	BOD	Group 1	Daily Maximum	Sanitary	45	85	mg/L	89%	4/1/2005	Y	N		N/A	Y	13385(h)	$3,000
40	360509	9/30/2005	BOD	Group 1	Monthly Average	Sanitary	30	108	mg/L	260%	4/3/2005	Y	N		N/A	Y	13385(h)	$3,000
41	760266	10/6/2005	BOD	Group 1	Daily Maximum	Sanitary	45	294	mg/L	553%	4/9/2005	Y	N		N/A	Y	13385(h)	$3,000
42	760268	10/31/2005	BOD	Group 1	Monthly Average	Sanitary	30	294	mg/L	880%	5/4/2005	Y	N		N/A	Y	13385(h)	$3,000
43	760251	11/30/2005	Copper	Group 2	Monthly Average	Outfall 001(A&B)	7.5	8.5	ug/L	13%	6/3/2005	N	Y		17	Y	13385(i)	$3,000
44	760257	11/30/2005	Copper	Group 2	Monthly Average	Outfall 002(A&B).	7.5	8.1	ug/L	8%	6/3/2005	N	Y		18	Y	13385(i)	$3,000
45	760259	12/31/2005	Copper	Group 2	Monthly Average	Outfall 003(A&B).	7.5	9.2	ug/L	23%	7/4/2005	Y	N		N/A	Y	13385(h)	$3,000
46	574060	2/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	8/22/2005	Y	N		N/A	Y	13385(h)	$3,000
47	574062	3/1/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.32	mg/L	60%	9/2/2005	Y	N		N/A	Y	13385(h)	$3,000
48	574079	3/1/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.28	mg/L	40%	9/2/2005	Y	N		N/A	Y	13385(h)	$3,000
49	574063	3/2/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.3	mg/L	50%	9/3/2005	Y	N		N/A	Y	13385(h)	$3,000
50	574064	3/4/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	9/5/2005	Y	N		N/A	Y	13385(h)	$3,000
51	574067	3/11/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.32	mg/L	60%	9/12/2005	Y	N		N/A	Y	13385(h)	$3,000
52	574069	3/15/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	9/16/2005	Y	N		N/A	Y	13385(h)	$3,000
53	574070	3/16/2006	Total Residual Chlorine	Group 2	Instantaneous Maximum	Outfall 001	0.413	0.42	mg/L	2%	9/17/2005	N	Y		19	Y	13385(i)	$3,000
54	574071	3/16/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.42	mg/L	110%	9/17/2005	Y	N		N/A	Y	13385(h)	$3,000
55	574072	3/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.28	mg/L	40%	9/19/2005	Y	N		N/A	Y	13385(h)	$3,000
56	574073	3/23/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.27	mg/L	35%	9/24/2005	Y	N		N/A	Y	13385(h)	$3,000
57	574084	4/1/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.28	mg/L	40%	10/3/2005	Y	N		N/A	Y	13385(h)	$3,000
58	574086	4/29/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.28	mg/L	40%	10/31/2005	Y	N		N/A	Y	13385(h)	$3,000
59	574090	5/20/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.28	mg/L	40%	11/21/2005	Y	N		N/A	Y	13385(h)	$3,000
60	760050	5/31/2006	Copper	Group 2	Monthly Average	Outfall 001(A&B).	17.3	21.4	lb/day	24%	12/2/2005	Y	N		N/A	Y	13385(h)	$3,000
61	760051	5/31/2006	Copper	Group 2	Monthly Average	Outfall 001(A&B).	7.5	10	ug/L	33%	12/2/2005	Y	N		N/A	Y	13385(h)	$3,000
62	760053	5/31/2006	Copper	Group 2	Monthly Average	Outfall 002(A&B)	7.5	9.4	ug/L	25%	12/2/2005	Y	N		N/A	Y	13385(h)	$3,000
63	760054	5/31/2006	Copper	Group 2	Monthly Average	002(A&B)	17.3	17.9	lb/day	3%	12/2/2005	N	Y		22	Y	13385(i)	$3,000
64	760058	5/31/2006	Copper	Group 2	Monthly Average	Outfall 003(A&B)	29	37.3	lb/day	29%	12/2/2005	Y	N		N/A	Y	13385(h)	$3,000
65	760059	5/31/2006	Copper	Group 2	Monthly Average	Outfall 003(A&B)	7.5	10	ug/L	33%	12/2/2005	Y	N		N/A	Y	13385(h)	$3,000
66	577601	6/3/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.34	mg/L	70%	12/5/2005	Y	N		N/A	Y	13385(h)	$3,000
67	902443	6/13/2006	TSS	Group 1	Daily Maximum	Sanitary	45	50	mg/L	11%	12/15/2005	N	Y		30	Y	13385(i)	$3,000
68	577602	6/28/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.34	mg/L	70%	12/30/2005	Y	N		N/A	Y	13385(h)	$3,000
69	577604	7/1/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.27	mg/L	35%	1/2/2006	Y	N		N/A	Y	13385(h)	$3,000
70	760025	7/19/2006	Temperature	Other	Instantaneous Maximum	Outfall 001	100	101	°F	1%	1/20/2006	N	Y	Yes	35	N	13385(j)(1)(B)	$0
71	592372	9/21/2006	BOD	Group 1	Daily Maximum	Sanitary	45	56.6	mg/L	26%	3/25/2006	N	Y		21	Y	13385(i)	$3,000
72	592377	9/22/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.27	mg/L	35%	3/26/2006	Y	N		N/A	Y	13385(h)	$3,000
73	592381	9/26/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.35	mg/L	75%	3/30/2006	Y	N		N/A	Y	13385(h)	$3,000
74	592375	9/30/2006	BOD	Group 1	Monthly Average	Sanitary	30	34.8	mg/L	16%	4/3/2006	N	Y		23	Y	13385(i)	$3,000

ATTACHMENT D

Los Angeles Department of Water and Power
Haynes Generating Station
CI # 2769

#	Violation Number	Violation Date[1]	Constituent	Pollutant Group	Limitation Period	Outfall	Limit	Result/ Average	Units	% Over Limit	Date 180 Days Prior	Serious[2] Violation?	Chronic?	Exempted from MMP?	No. of Violations within the 180 days[3]	Mandatory Fine?	Water Code	Penalty
75	592383	10/5/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.34	mg/L	70%	4/8/2006	Y	N		N/A	Y	13385(h)	$3,000
76	592393	10/5/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.3	mg/L	50%	4/8/2006	Y	N		N/A	Y	13385(h)	$3,000
77	592386	10/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.32	mg/L	60%	4/21/2006	Y	N		N/A	Y	13385(h)	$3,000
78	592392	10/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 002	0.2	0.34	mg/L	70%	4/21/2006	Y	N		N/A	Y	13385(h)	$3,000
79	592394	10/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.32	mg/L	60%	4/21/2006	Y	N		N/A	Y	13385(h)	$3,000
80	592387	10/22/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.27	mg/L	35%	4/25/2006	Y	N		N/A	Y	13385(h)	$3,000
81	592389	10/24/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.28	mg/L	40%	4/27/2006	Y	N		N/A	Y	13385(h)	$3,000
82	592395	10/25/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.28	mg/L	40%	4/28/2006	Y	N		N/A	Y	13385(h)	$3,000
83	570169	11/1/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.26	mg/L	30%	5/5/2006	Y	N		N/A	Y	13385(h)	$3,000
84	570139	11/2/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.29	mg/L	45%	5/6/2006	Y	N		N/A	Y	13385(h)	$3,000
85	570140	11/3/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.32	mg/L	60%	5/7/2006	Y	N		N/A	Y	13385(h)	$3,000
86	570166	11/3/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 002	0.2	0.32	mg/L	60%	5/7/2006	Y	N		N/A	Y	13385(h)	$3,000
87	570170	11/3/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 003	0.2	0.35	mg/L	75%	5/7/2006	Y	N		N/A	Y	13385(h)	$3,000
88	570141	11/16/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	5/20/2006	Y	N		N/A	Y	13385(h)	$3,000
89	570143	11/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.3	mg/L	50%	5/22/2006	Y	N		N/A	Y	13385(h)	$3,000
90	570167	11/28/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 002	0.2	0.28	mg/L	40%	6/1/2006	Y	N		N/A	Y	13385(h)	$3,000
91	570146	11/30/2006	Copper	Group 2	Monthly Average	Outfall 001(A&B)	7.5	15.7	mg/L	109%	6/3/2006	Y	N		N/A	Y	13385(h)	$3,000
92	570162	11/30/2006	Copper	Group 2	Monthly Average	Outfall 002(A&B)	7.5	11.5	mg/L	53%	6/3/2006	Y	N		N/A	Y	13385(h)	$3,000
93	570171	11/30/2006	Copper	Group 2	Monthly Average	Outfall 003(A&B)	7.5	13.3	mg/L	77%	6/3/2006	Y	N		N/A	Y	13385(h)	$3,000
94	759973	11/30/2006	Copper	Group 2	Monthly Average	Outfall 001(A&B).	17.3	30.3	lb/day	75%	6/3/2006	Y	N		N/A	Y	13385(h)	$3,000
95	686297	12/18/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.3	mg/L	50%	6/21/2006	Y	N		N/A	Y	13385(h)	$3,000
96	686298	12/25/2006	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	6/28/2006	Y	N		N/A	Y	13385(h)	$3,000
97	570174	1/20/2007	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.32	mg/L	60%	7/24/2006	Y	N		N/A	Y	13385(h)	$3,000
98	570175	1/21/2007	Free Available Chlorine	Group 2	Daily Average	Outfall 001	0.2	0.26	mg/L	30%	7/25/2006	Y	N		N/A	Y	13385(h)	$3,000
99	688032	2/7/2007	BOD	Group 1	Daily Maximum	Sanitary	45	75	mg/L	67%	8/11/2006	Y	N		N/A	Y	13385(h)	$3,000
100	688341	2/14/2007	BOD	Group 1	Daily Maximum	Sanitary	45	115	mg/L	156%	8/18/2006	Y	N		N/A	Y	13385(h)	$3,000
101	688342	2/21/2007	BOD	Group 1	Daily Maximum	Sanitary	45	59	mg/L	31%	8/25/2006	N	Y		39	Y	13385(i)	$3,000
102	688345	2/28/2007	BOD	Group 1	Daily Maximum	Sanitary	45	74.1	mg/L	65%	9/1/2006	Y	N		N/A	Y	13385(h)	$3,000
103	688346	2/28/2007	BOD	Group 1	Monthly Average	Sanitary	30	80.8	mg/L	169%	9/1/2006	Y	N		N/A	Y	13385(h)	$3,000
104	756468	5/31/2007	Nickel	Group 2	Monthly Average	Outfall 001A. No discharge at 001B.	27.5	33.4	ug/L	21%	12/2/2006	Y	N		N/A	Y	13385(h)	$3,000
105	756470	5/31/2007	Copper	Group 2	Monthly Average	Outfall 001A. No discharge at 001B.	7.5	8.3	ug/L	11%	12/2/2006	N	Y		11	Y	13385(i)	$3,000
106	756472	5/31/2007	Nickel	Group 2	Monthly Average	Outfall 002(A&B)	27.5	34.7	ug/L	26%	12/2/2006	Y	N		N/A	Y	13385(h)	$3,000
107	756504	5/31/2007	Nickel	Group 2	Monthly Average	Outfall 002(A&B)	63.3	66.3	lb/day	5%	12/2/2006	N	Y		12	Y	13385(i)	$3,000
108	712387	8/3/2007	Temperature	Other	Instantaneous Maximum	Outfall 001	100	102	°F	2%	2/4/2007	N	Y		11	Y	13385(i)	$3,000
109	745645	11/13/2007	Copper	Group 2	Daily Maximum	Outfall 001(A&B)	57	127.4	ug/L	124%	5/17/2007	Y	N		N/A	Y	13385(h)	$3,000
110	745646	11/13/2007	Copper	Group 2	Daily Maximum	Outfall 001(A&B)	131	288.1	lb/day	120%	5/17/2007	Y	N		N/A	Y	13385(h)	$3,000
111	756495	11/30/2007	Copper	Group 2	Monthly Average	Outfall 001(A&B)	17.3	79.1	lb/day	357%	6/3/2007	Y	N		N/A	Y	13385(h)	$3,000
112	756497	11/30/2007	Copper	Group 2	Monthly Average	Outfall 001(A&B)	7.5	35	ug/L	367%	6/3/2007	Y	N		N/A	Y	13385(h)	$3,000
113	809937	5/5/2008	TSS	Group 1	Daily Maximum	Sanitary	45	138	mg/L	207%	11/7/2007	Y	N		N/A	Y	13385(h)	$3,000
114	809940	5/5/2008	BOD	Group 1	Monthly Average	Sanitary	30	37	mg/L	23%	11/7/2007	N	Y		5	Y	13385(i)	$3,000
115	809938	5/31/2008	TSS	Group 1	Monthly Average	Sanitary	30	138	mg/L	360%	12/3/2007	Y	N		N/A	Y	13385(h)	$3,000
																	Total Penalty:	$342,000

TSS = Total Suspended Solids

BOD = Biochemical Oxygen Demand 5-day at 20°C

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 more than 40%
- For Group II pollutants, a violation is serious when the limit is exceeded by more than 20%

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 in determining the order in which multiple violations on the same day occurred.

Violation period ending the last day of April 2010

Group I Violations Subject to MMP:	29
Group II Violations Subject to MMP:	84
Other Effluent Violations Subject to MMP:	1
Violations Exempt from MMP:	1
Total Violations Subject to MMP:	114

Mandatory Minimum Penalty = (88 Serious[3] Violations + 26 Non-Serious Violations) x $3,000 = $342,000