CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION
WAIVER OF 90-DAY HEARING REQUIREMENT FOR
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT

By signing this Waiver, I affirm and acknowledge the following:

a) I am duly authorized to represent **Peter M. Ormond** (hereinafter "Discharger") in connection with Administrative Civil Liability Complaint R7-2015-0038 (hereinafter the "Complaint");
b) I am informed that California Water Code section 13323, subdivision (b), states that, "a hearing before the regional board shall be conducted within 90 days after the party has been served" with the Complaint;
c) I hereby waive any right the Discharger may have to a hearing before the California Regional Water Quality Control Board, Colorado River Basin Region (Regional Board) within ninety (90) days of service of the Complaint; and

1. ☐ **Option 1** ***(Check here if the Discharger will waive the hearing requirement and will pay the fine)***
   a. I certify that the Discharger will remit payment for the civil liability imposed in the amount of **$623,457** by July 31, 2015, by check that references "ACLC R7-2015-0038" and is made payable to the "*State Water Pollution Cleanup and Abatement Account*." Payment must be received by July 31, 2015 or the Regional Board may adopt an Administrative Civil Liability Order requiring payment.
   b. I understand the payment of the above amount constitutes a settlement of the Complaint, and that any settlement will not become final until after the 30-day public notice and comment period mandated by Federal regulations (40 CFR 123.27) expires. Should the Regional Board receive new information or comments from any source (excluding the Regional Board's Prosecution Team) during this comment period, the Regional Board's Assistant Executive Officer may withdraw the Complaint, return payment, and issue a new complaint.
   c. I understand that this proposed settlement is subject to approval by the Regional Board and that the Regional Board may consider this proposed settlement in a public meeting or hearing. I also understand that approval of the settlement will result in the Discharger having waived the right to contest the allegations in the Complaint and the imposition of civil liability.
   d. I understand that payment of the above amount is not a substitute for compliance with applicable laws and that continuing violations of the type alleged in the Complaint may subject the Discharger to further enforcement, including additional civil liability.

2. ☒ **Option 2** (***Check here if the Discharger waives the 90-day hearing requirement in order to engage in settlement discussions.***) I hereby waive any right the Discharger may have to a hearing before the Regional Board within 90 days after service of the Complaint, but I reserve the ability to request a hearing in the future. I certify that the Discharger will promptly engage the Regional Board Prosecution Team in settlement discussions to propose a supplemental environmental project. By checking this box, the Discharger's request that the Regional Board delay the hearing so that the Discharger and the Prosecution Team can discuss settlement. It remains within the discretion of the Regional Board to agree to delay the hearing. Any proposed settlement is subject to the conditions described above.

3. ☐ **Option 3** ***(Check here if the Discharger waives the 90-day hearing requirement in order to extend the hearing date and/or hearing deadlines. Attach a separate sheet with the amount of additional time requested and the rationale.)*** By checking this box, the Discharger requests that the Regional Water Board delay the hearing and/or hearing deadlines so that the Discharger may have additional time to prepare for the hearing. It remains within the discretion of the Regional Board to approve the extension.

7/9/15
Date

(Signature)

David Heitz Attorney in Fact for Peter M. Ormond and Date
Gardens Mobile Home Park (Print Name and Title)