

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

In the matter of:)	
)	
PETER M. ORMOND, OWNER)	Order No. R7-2015-0044
DATE GARDENS MOBILE)	
HOME PARK, WASTEWATER)	Settlement Agreement and Stipulation for
TREATMENT PLANT)	Entry of Order; Order
)	
No. R7-2015-0038 for)	
Administrative Civil Liability)	
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Section I: Introduction

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (“Stipulation”) is entered into by and between the Regional Water Quality Control Board Prosecution Team (“Prosecution Team”) and Peter M. Ormond, Owner of Date Gardens Mobile Home Park Wastewater Treatment Plant (“Settling Respondent”) (collectively “Parties”) and is presented to the Colorado River Basin Regional Water Quality Control Board (“Regional Water Board”) for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

Section II: Recitals

1. The Settling Respondent owns the Date Gardens Mobile Home Park (“MHP”) Wastewater Treatment Plant (“WWTP”) located at 1020 West Even Hewes Highway in El Centro, Imperial County, California. The treatment system consists of two activated sludge treatment plants operated in parallel. One of the package plants has a design capacity of 0.005 MGD (Unit 1) and the other plant has a design capacity of 0.015 MGD (Unit 2). Wastewater exits the activated sludge treatment basin(s) through a pipe into a circular clarifier. Clarifier effluent (e.g. overflow) is then directed through two dual-media filters, and then through an ultraviolet (UV) disinfection system prior to being directed through a final effluent channel and weir box. The final treated wastewater from the WWTP is discharged from Discharge Point 001 to Rice Drain No. 3, an Imperial Valley Drain, and a water of the United States. Rice Drain No. 3 flows for a distance of approximately 7 miles before entering the New River at a point approximately 30 miles south from the Salton Sea. The New River and Salton Sea are also waters of the United States.

2. The Regional Water Board adopted Waste Discharge Requirements (“WDRs”) Order R7-2003-0054 on May 7, 2003 (NPDES Permit No. CA0104841) to regulate discharges of wastewater from the WWTP. On June 25, 2008, the Regional Water Board adopted WDRs Order R7-2008-0010 and rescinded WDRs Order R7-2003-0054

except for enforcement purposes. On May 16, 2013, the Regional Water Board adopted WDRs Order R7-2013-0009 and rescinded WDRs Order R7-2008-0010 except for enforcement purposes. All of these WDRs Orders include effluent limitations, receiving water limitations, specifications, and provisions with which the Settling Respondent must comply and are necessary to protect beneficial uses of surface and ground waters within the Colorado River Basin Region.

3. On July 1, 2015, the Regional Water Board Assistant Executive Officer issued Administrative Civil Liability Complaint No. R7-2015-0038 (“Complaint”) to the Settling Respondent (Attachment A). The Complaint alleges that the Settling Respondent violated effluent limitations and monitoring and reporting requirements of WDRs Orders R7-2003-0054, R7-2008-0010, and R7-2013-0009 (NPDES Permit No. CA0104841) (collectively “WDRs Orders”) as follows:

- a. Wastewater discharged from the WWTP exceeded the effluent limitations for total suspended solids (TSS) set forth in the WDRs Orders on thirty-five (35) occasions, of which 25 violations are subject to mandatory minimum penalties (“MMPs”) under Water Code section 13385, as identified in Complaint Exhibit A;
 - b. Wastewater discharged from the WWTP exceeded the effluent limitations for bacteria set forth in the WDRs Orders on 27 occasions, of which 12 violations are subject to MMPs under Water Code section 13385, as identified in Complaint Exhibit B;
 - c. Submitted late self-monitoring reports (“SMRs”) in May 2011 and from September 2014 to April 2015, for a total of 30 complete periods of 30 days following the deadline for submitting the reports as identified in Complaint Exhibit C. Each 30-day period is subject to a MMP;
 - d. Wastewater discharged from the WWTP exceeded effluent limitations set forth in the WDRs Orders on 14 occasions, which are violations subject to discretionary penalties (non-MMP effluent violations¹) under Water Code section 13385, as identified in Complaint Exhibit E; and
 - e. Failed to meet the monitoring requirements set forth in the WDRs Orders on 95 occasions, which are subject to discretionary penalties (non-MMP failure to monitor violations) under Water Code section 13385, as identified and assessed in Complaint Exhibit D and E respectively.
4. The Complaint recommends imposing an administrative civil liability totaling \$623,457 for the above alleged violations. This amount includes: \$201,000 in MMPs; \$408,082 in discretionary penalties; and \$14,375 in staff costs.

¹ None of the non-MMP effluent violations identified in Complaint Exhibit E were used as a supporting violation for the assessment of MMPs identified in Complaint Exhibits A and B.

5. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the Regional Water Board for adoption as an Order pursuant to Government Code section 11415.60. The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation and that this Stipulation is in the best interest of the public.

6. To resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code set forth in the Complaint, the Parties have agreed to the imposition of \$460,225 against the Settling Respondent. This liability amount includes \$201,000 in MMPs, \$244,850 in discretionary penalties, and \$14,375 for staff costs. Pursuant to Enforcement Policy section VI.B (“Settlement Considerations”), the Parties agree to this Settlement Amount in consideration of hearing and/or litigation risks in addition to the considerations discussed below in Paragraph 7. Consistent with the Enforcement Policy up to 50 percent of the discretionary penalties, \$122,425, can be dedicated toward an Enhanced Compliance Action (“ECA”). The Parties have agreed that \$122,425 in penalties shall be suspended upon completion of an Enhanced Compliance Action (“ECA”) as described below and in Attachment B. The Settling Respondent shall pay a total of \$337,800 to the “State Water Pollution Cleanup and Abatement Account” no later than 30 days following the Regional Water Board executing this Order. The remainder of the penalty amount shall be suspended and dismissed upon completion of the ECA per this Stipulation and Attachment B.

7. **Additional Settlement Considerations:** The Settling Respondent provided additional information to the Prosecution Team to justify a reduction of the originally proposed discretionary liability set forth in the Complaint (“Discretionary Liability Amount”). The Parties agree to reduce the Discretionary Liability Amount as follows:

- a. **Culpability Reduction:** The Discretionary Liability Amount is reduced ten percent (10%) for culpability in consideration of the WWTP Operator’s good faith effort to submit self-monitoring data for the WWTP as required by NPDES Permit No. CA0104841.
- b. **Cleanup and Cooperation Reduction:** The Discretionary Liability Amount is reduced ten percent (10%) in consideration of (1) the remarkable steps the current WWTP Operator took to assist the Prosecution Team in its comprehensive investigation of the WWTP, including the production of missing monitoring data on short notice and after business hours; and (2) Settling Respondent’s cooperation with the Prosecution Team since Complaint issuance.
- c. **Other Factors as Justice May Require:** Pursuant to Enforcement Policy section VI.A, the Discretionary Liability Amount is reduced 20% for “other

factors as justice may require” based on the following circumstances that warrant an adjustment:

- i. **Date Gardens MHP Residents:** The Date Gardens MHP serves predominantly Hispanic residents who live on a fixed income. According to the 2009-2013 data from the U.S. Census Bureau, the median income for the closest municipality, City of El Centro, is approximately \$42,166, which is well below the State’s median income of \$61,094. Many of the Date Gardens MHP residents (“Residents”) also receive various forms of government assistance, including rent assistance;
- ii. **Date Gardens MHP Resident Wastewater Fees:** The reduction based on other factors as justice may require is in consideration of the Settling Respondent’s agreement to:
 1. **Cap Wastewater Fees:** For a period of five years, starting on the effective date of this Stipulation, Settling Respondent shall:
 - a. Not increase the \$18.00 per month fixed fee currently charged to Residents for wastewater services; and
 - b. Establish wastewater charges for Residents in such a manner so that the charge is, at all times, 80% or less than the then current charge imposed by the City of El Centro (the closest municipal wastewater provider) for similarly situated metered residences. The current metered single-family resident wastewater fee for El Centro is a flat rate of \$55.57 per month. Settling Respondent shall cap the wastewater charges for Residents at eighty percent (80%) of the current amount, or \$44.46 (rounded). The cap will be adjusted when the City of El Centro changes its rate.
 2. **Reporting Requirement:** At least thirty (30) days before raising Resident wastewater fees, Settling Respondent shall provide written notification to Regional Water Board staff that includes the planned price increase(s), the date the increase(s) will be imposed on Residents, and the current charge the City of El Centro imposes for similarly situated individually metered residences. Written notification under this subsection shall be sent to the Regional Water Board contact provided in Paragraph 11 of Section III herein.

Section III: Stipulations

The Parties stipulate to the following:

8. **Administrative Civil Liability:** The Settling Respondent hereby agrees to pay the administrative civil liability totaling \$460,225 as set forth in Paragraph 6 of Section II herein. Further, the Settling Respondent agrees that \$122,425 of this administrative civil liability shall be suspended pending completion of an ECA as set forth below in Paragraph 9 and Attachment B attached hereto and incorporated by reference. Within 30 days of the effective date of this Order, Settling Respondent agrees to remit THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$337,800) by check, payable to the "State Water Pollution Cleanup and Abatement Account." The check shall reference the Order number listed on page one of this Stipulation. The Settling Respondent shall send the original signed check to the following address, and notification of payment shall be sent to the Office of Enforcement (email to Paul.Ciccarelli@waterboards.ca.gov) and the Regional Water Board (email to Maribel.Jernegan@waterboards.ca.gov):

State Water Resources Control Board
Division of Administrative Services
Accounting Branch, 18th Floor
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

9. **Enhanced Compliance Action:** The ECA described herein allows the Settling Respondent to make capital or operational improvements beyond those required by law and are separate from projects designed to merely bring the Settling Respondent into compliance. The Parties agree that \$122,425 of the discretionary administrative civil liability shall be suspended pending completion of the ECA described in this paragraph and Attachment B. The suspended portion shall be referred to as the ECA Amount.

a. ECA Definitions:

- i. "Milestone Requirement" – a requirement with an established time schedule for meeting/ascertaining certain identified measurement of completed work. Upon the timely and successful completion of each Milestone Requirement, an amount of liability will be permanently suspended or excused as set forth in the ECA description below and Attachment B. The amount of liability suspended for any portion of the ECA cannot exceed the projected costs of performing that portion of the ECA.
- ii. "ECA Completion Date" – The date in which the ECA will be completed in its entirety.

- b. **Description:** A detailed description of the ECA including identification of project goals, costs, milestones, and completion dates are provided below and in the Settling Respondent's ECA Proposal included herein as Attachment B. The Parties agree that this Stipulation includes performance of the following Milestone Requirements:
- i. **Blower Redundancy Project:** This project adds a second blower for the WWTP's existing aeration tank used for biological treatment to increase system reliability. The estimated project cost is \$30,000.00.
 - ii. **Headworks Improvement Project:** This project adds a headworks screen ahead of the WWTP's existing influent pumps to improve system reliability. The estimated project cost is \$100,000.00.
 - iii. **Miscellaneous Equipment Acquisition:** If the Settling Respondent has available funds after the completion of the above two projects, the Settling Respondent will purchase spare equipment, including an effluent flow meter, UV ballast and bulbs, and a motor/gear box for the secondary clarifier, to improve system reliability. The estimated project cost is \$10,000.00.
- c. **Representations and Agreements:** Settling Respondent understands that its promise to implement the ECA outlined in this paragraph and Attachment B is a material condition of this Stipulation. Settling Respondent represents the following: (1) that the Settling Respondent shall utilize the ECA Amount to fund and implement the ECA in accordance with the Milestone Requirements and Budget set forth in Attachment B; (2) Settling Respondent shall provide written reports certified under penalty of perjury to the Regional Water Board consistent with the terms of this Stipulation detailing the implementation of the ECA, and (3) it will guarantee implementation of the ECA by remaining liable for the ECA Amount in accordance with Paragraph 9, subsections (i) and (j). Settling Respondent agrees that the Regional Water Board has the right to require an independent audit, to be paid for by Settling Respondent, of the funds expended by Settling Respondent to implement the ECA.
- d. **Publicity:** Whenever Settling Respondent or its agents or subcontractors publicizes one or more elements of the ECA, they shall state in a **prominent manner** that the project is being, or has been, undertaken as part of the settlement of an enforcement action by the Regional Water Board against the Settling Respondent.
- e. **Progress Reports and Inspections:** Settling Respondent shall permit inspection of the ECA by Regional Water Board staff or its third party oversight staff at any time without notice. Settling Respondent shall provide quarterly progress reports on ECA implementation pursuant to the following schedule:

Quarterly Progress Reports	Due Date
First Progress Report	March 18, 2016
Second Progress Report	July 19, 2016

- f. **Certification of Completion:** Within 30 days after September 14, 2016 (“ECA Completion Date”), Settling Respondent shall submit a certified statement of completion of the ECA (“Certification of Completion”). The Certification of Completion shall be submitted under penalty of perjury to the Regional Water Board contact in Paragraph 11 of Section III herein and signed by a responsible official representing the Settling Respondent. The Certification of Completion shall include the following:
- i. Certification documenting the expenditures by the Settling Respondent during the completion period for the ECA. In making such certification, the officials may rely upon normal project tracking systems that capture employee time expenditures and external payments to outside vendors such as environmental an information technology contractors or consultants. Settling Respondent shall provide any additional information requested by Regional Water Board staff or its third party oversight staff that is reasonably necessary to verify ECA expenditures.
 - ii. Certification that the ECA, including each Milestone Requirement, has been completed in accordance with the terms of this Stipulation including Attachment B. Documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate the completion of the ECA and the costs incurred by Settling Respondent.
 - iii. Certification that Settling Respondent followed all applicable environmental laws and regulations in the implementation of the ECA including but not limited to the California Environmental Quality Act (CEQA), the Clean Water Act, and the Porter-Cologne Act. Settling Respondent agrees that the Regional Water Board has the right to require an independent audit, to be paid for by Settling Respondent, of the funds expended by Settling Respondent to implement the ECA.
- g. **Third Party Audit:** If Regional Water Board staff obtains information that causes it to reasonably believe that Settling Respondent has not expended money in the amounts claimed by Settling Respondent, or has not adequately completed any of the work in the ECA, Regional Water Board staff may require, and Settling Respondent shall submit, at its sole cost, a report prepared by an independent third party acceptable to Regional Water Board staff providing such party’s professional opinion that Settling Respondent has expended money in the amounts claimed by Settling Respondent. In the event of such an audit, Settling Respondent agrees that they will provide the

third-party auditor with access to all documents, excluding confidential and/or privileged documents, which the auditor requests. Such information shall be provided to Regional Water Board Staff within three months of the completion of Settling Respondent's ECA obligations.

- h. **Regional Water Board Acceptance of Completed ECA:** Upon Settling Respondent's satisfaction of its obligations under this Stipulation, the completion of the ECA and any audits, Regional Water Board staff will issue a "Satisfaction of Order." The issuance of the Satisfaction of Order shall terminate any further obligations of Settling Respondent under this Stipulation.
- i. **Failure to Expend All Suspended Administrative Civil Liability Funds on the Approved ECA:** In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of Regional Water Board staff that it has spent the entire ECA Amount for the completed ECA, Settling Respondent shall pay the difference between the ECA Amount and the amount Settling Respondent can demonstrate was actually spent on the ECA, as an administrative civil liability. Payment shall be made within 30 days to the State Water Pollution Cleanup and Abatement Account in accordance with the procedures set forth in Paragraph 8 of Section III herein.
- j. **Failure to Complete the ECA:** If the ECA is not fully implemented by the ECA Completion Date required by this Stipulation or there has been a material failure to satisfy a Milestone Requirement set forth in Attachment B, Regional Water Board staff shall issue a "Notice of Violation." As a consequence, Settling Respondent shall be liable to pay the entire suspended Administrative Civil Liability or some portion thereof less the value of the completion of any Milestone Requirement. Unless otherwise ordered, Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the ECA prior to the date of the Notice of Violation by the Regional Water Board. The amount of the suspended liability owed shall be determined by the Regional Water Board's Executive Officer or the Executive Officer's delegate. Upon notification of the amount assessed for failure to fully implement the ECA, the amount assessed shall be paid within 30 days. Payment shall be made to the State Water Pollution Cleanup and Abatement Account in accordance with the procedures set forth in Paragraph 8 of Section III herein. In addition, Settling Respondent shall be liable for the Regional Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy Settling Respondent's obligations to implement the ECA.
- k. **Water Board is not Liable:** Neither the State Water Resources Control Board and/or the Regional Water Board (collectively "Water Board") members nor the Water Board staff, attorneys, or representatives shall be liable for any

injury or damage to persons or property resulting from acts or omissions by Settling Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation, nor shall the Water Board, its members or staff be held as parties to or guarantors of any contract entered into by Settling Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulation.

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

11. **Party Contacts for Communications related to Stipulation/Order:**

For the Regional Water Board:

Maribel Jernegan
73720 Fred Waring Drive, Ste. 100
Tel.: (760) 776-8941
Email: Maribel.Jernegan@waterboards.ca.gov

For the Settling Respondent:

David Heitz
369 B Third Street, #635
San Rafael CA, 94901
415-488-7038
Fax 415-484-7006
Email: dategardens@gmail.com

Susan Ormond
4096 Piedmont Avenue, 407
Oakland CA, 94611
510-910-1681
Fax 510-653-5337
Email sjornmba@comcast.net

With a copy to:

Jeffrey Garber
Law Offices of Jeffrey Garber
3205 S. Dogwood Rd., Ste. B
El Centro CA, 92243
760-996-0638
jeff@jeffgarberlaw.com

12. **Bankruptcy:** Should the Settling Respondent enter into bankruptcy proceedings before all payments are paid in full, the Settling Respondent agrees to not seek to discharge any of these penalties in bankruptcy proceedings.

13. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

14. **Matters Addressed by Stipulation:** Upon adoption by the Regional Water Board as an Order, this Stipulation represents a final and binding resolution and settlement of all claims, violations or causes of action alleged in the Complaint. The provisions of this Paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadlines specified herein and the Settling Respondent's full satisfaction of the obligations described herein.

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

16. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for adopting the Order by the Regional Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the 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.

17. **Interpretation:** This Stipulation and Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Settling Respondent is represented by counsel in this matter.

18. **Modification:** This Stipulation and 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 the Regional Water Board.

19. **If Order Does Not Take Effect:** In the event that this Order does not take effect because it is not approved by the Regional 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 Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree

that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. 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 Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the 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.

20. **Waiver of Hearing:** The Settling Respondent has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the adoption of the Order.

21. **Waiver of Right to Petition or Appeal:** The Settling Respondent hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Resources Control Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

22. **Settling Respondent's Covenant Not to Sue:** The Settling Respondent covenants 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 the alleged violations addressed by this Stipulation and Order or the ECA.

23. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Order shall be communicated to the Settling Respondent in writing. No oral advice, guidance, suggestions or comments by employees or officials of the Regional Water Board regarding submissions or notices shall be construed to relieve the Settling Respondent of its obligation to obtain any final written approval required by this Order.

24. **Authority to Bind:** Each person executing this Stipulation in a representative capacity represents and warrants that he or she is authorized to execute this Stipulation on behalf of and to bind the entity on whose behalf he or she executes the Stipulation.

25. **Effective Date:** The obligations under Paragraphs 6, 7, 8, and 9 of this Stipulation are effective and binding on the Parties only upon the entry of an Order by the Regional Water Board which incorporates the terms of this Stipulation.

26. **Severability:** This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

27. **Counterpart Signatures:** This Stipulation 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.

**California Regional Water Quality Control Board Prosecution Team,
Colorado River Basin**

By: _____
**Jose Angel
Assistant Executive Officer**

Date: _____

**Date Gardens Mobile Home Park,
Wastewater Treatment Plant**

By: *Peter M. Ormond* *Attorney in fact for Peter Ormond*
**Peter M. Ormond
Owner**

Date: *30 September 2015*

26. **Severability:** This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

27. **Counterpart Signatures:** This Stipulation 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.

**California Regional Water Quality Control Board Prosecution Team,
Colorado River Basin**

By: Jose L. Angel, P.E.
Jose Angel
Assistant Executive Officer

Date: 10/11/2015

**Date Gardens Mobile Home Park,
Wastewater Treatment Plant**

By: _____
Peter M. Ormond
Owner

Date: _____

Order of the Regional Water Board

28. This Order incorporates the foregoing Stipulation.

29. In accepting the foregoing Stipulation, the Regional Water Board has considered, where applicable, each of the factors prescribed in Water Code section 13385. The Regional Water Board's consideration of these factors is based upon information obtained by the Regional Water Board' staff in investigating the allegations in the Complaint or otherwise provided to the Regional Water Board. In addition to these factors, this settlement recovers the costs incurred by the staff of the Regional Water Board for this matter.

30. This is an action to enforce the laws and regulations administered by the Regional Water Board. The Regional 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.

31. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Settling Respondent fails to perform any of its obligations under the Order.

Pursuant to Water Code section 13323 and Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the California Colorado River Basin Regional Water Quality Control Board.

I, Jose L. Angel, Interim Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin on November 19, 2015.



Jose L. Angel
Interim Executive Officer

Date: 11/20/2015

- Attachments:
- A. Administrative Civil Liability Complaint No. R7-2015-0038
 - B. ECA Proposal