

ORDER NO. []

**ACCEPTANCE OF SETTLEMENT OFFER AND WAIVER OF RIGHT TO A HEARING
FOR
BIJOU MARKETPLACE, LLC
EL DORADO COUNTY**

By signing below and returning this *Acceptance of Settlement Offer and Waiver of Right to Hearing (Acceptance and Waiver)* to the California Regional Water Quality Control Board, Lahontan Region, (Lahontan Water Board), Bijou Marketplace, LLC (Discharger) hereby accepts the Settlement Offer described in the letter dated

May 14, 2021 and titled *Offer to Settle Administrative Civil Liability, Bijou Marketplace, LLC, South Lake Tahoe Commercial Project, El Dorado County, WDID 6A09LT000084*, and waives the right to a hearing before the Lahontan Water Board to dispute the alleged violations described in the Settlement Offer and its enclosures.

The Discharger agrees that the Settlement Offer shall serve as a complaint pursuant to Article 2.5 of the Water Code and that no separate complaint is required for the Lahontan Water Board to assert jurisdiction over the alleged violations. The Discharger agrees to perform the following:

- Pay an administrative civil liability in the sum of **\$58,773** (fifty-eight thousand seven hundred seventy-three dollars) by cashier's check or certified check made payable to the "State Water Resources Control Board Cleanup and Abatement Account." This payment shall be deemed payment in full of any civil liability pursuant to Water Code section 13385 that might otherwise be assessed for violations described in the Settlement Offer and its enclosures.

The Discharger understands that by signing this *Acceptance and Waiver*, the Discharger has waived its right to contest the allegations in the Settlement Offer and the civil liability amount for the alleged violation(s). The Discharger understands that this *Acceptance and Waiver* addresses and resolves liability for only those violations specifically identified in the Settlement Offer and its enclosures.

Upon execution by the Discharger, the *Acceptance and Waiver* shall be returned to the following address:

Lahontan Regional Water Quality Control Board
Attention: Scott C. Ferguson
2501 Lake Tahoe Boulevard,
South Lake Tahoe, CA 96150

The Discharger understands that federal regulations require the Prosecution Team to publish notice of and provide at least 30 days for public comment on any proposed resolution of an enforcement action for violations of an NPDES permit. Accordingly,

this *Acceptance and Waiver* will be published as required by law for public comment.

If no comments are received within the notice period that cause the Prosecution Team to reconsider the Settlement Offer, then the Prosecution Team will present this *Acceptance and Waiver* to the Lahontan Water Board's Executive Officer for formal endorsement on behalf of the Lahontan Water Board.

The Discharger understands that if significant comments are received in opposition to the settlement, then the offer may be withdrawn by the Prosecution Team. If the Settlement Offer is withdrawn, then the Discharger will be notified and the Discharger's waiver pursuant to the *Acceptance and Waiver* will also be treated as withdrawn. The unresolved violation(s) will be addressed in a formal enforcement action. An administrative civil liability complaint may be issued, and the matter may be set for a hearing.

The Discharger understands that once this *Acceptance and Waiver* is formally endorsed and an Order Number is inserted, then the full payment is a condition of this *Acceptance and Waiver*. An invoice will be sent upon endorsement, and full payment will be due within 30 days of the date of the invoice.

I hereby affirm that I am duly authorized to act on behalf of and to bind the Discharger in the making and giving of this *Acceptance and Waiver*.

Bijou Marketplace, LLC

By: 

Title: Trustee of the Thomas Wilson 2012 Trust, Managing Member

Date: 6/18/21

IT IS SO ORDERED, pursuant to California Water Code section 13385.

By: _____
Michael R. Plaziak, PG, Executive Officer

Date: _____