

Frank Melhorn

2010 OCT 18 P 3:28

**WAIVER FORM
FOR ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R9-2010-0132**

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

I am duly authorized to represent the City of Escondido in connection with Administrative Civil Liability Complaint No. R9-2010-0132 (hereinafter "Complaint"). I am informed that 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]. The person who has been issued a complaint may waive the right to a hearing."

(OPTION 1: Check here if City of Escondido waives the hearing requirement and will pay the liability.)

- a. I hereby waive any right City of Escondido may have to a hearing before the San Diego Water Board.
- b. I certify that City of Escondido will remit payment for the civil liability imposed in the amount of **six thousand dollars (\$6,000)** by check that references "ACL Complaint No. R9-2010-0132" made payable to the "State Water Resources Control Board." Payment must be received by the San Diego Water Board by **October 18, 2010**, or this matter will be placed on the San Diego Water Board's agenda for a hearing as initially proposed in the Complaint.
- c. I understand the payment of the above amount constitutes a proposed settlement of the Complaint, and that any settlement will not become final until after the 30-day public notice and comment period. Should the San Diego Water Board receive significant new information or comments from any source (excluding the San Diego Water Board's Prosecution Team) during this comment period, the San Diego Water Board's Assistant Executive Officer may withdraw the complaint, return payment, and issue a new complaint. I understand that this proposed settlement is subject to approval by the Executive Officer of the San Diego Water Board, and that the San Diego Water Board may consider this proposed settlement in a public meeting or hearing. I also understand that approval of the settlement will result in City of Escondido 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 City of Escondido to further enforcement, including additional civil liability.

(OPTION 2: Check here if City of Escondido waives the 90-day hearing requirement in order to engage in settlement discussions.) I hereby waive any right City of Escondido may have to a hearing before the San Diego Water Board within 90 days after service of the complaint, but I reserve the ability to request a hearing in the future. I certify that City of Escondido will promptly engage the San Diego Water Board Prosecution Team in settlement discussions to attempt to resolve the outstanding violation(s). By checking this box, City of Escondido requests that the San Diego Water Board delay the hearing so that City of Escondido and the Prosecution Team can discuss settlement. It remains within the discretion of the San Diego Water Board to agree to delay the hearing. Any proposed settlement is subject to the conditions described above under "Option 1."

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- (OPTION 3: Check here if City of Escondido 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.)** I hereby waive any right City of Escondido may have to a hearing before the San Diego Water Board within 90 days after service of the complaint. By checking this box, City of Escondido requests that the San Diego Water Board delay the hearing and/or hearing deadlines so that City of Escondido may have additional time to prepare for the hearing. It remains within the discretion of the San Diego Water Board to approve the extension.

LORI VEREKER

(Print Name and Title)

Lori Vereker

(Signature)

10/14/10

(Date)