Attachment A

Waiver Form

WAIVER FORM
ACL COMPLAINT No. R2-2020-1004

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

I am duly authorized to represent **Stay Cal HMB, LLC** (hereinafter "Discharger") in connection with the Administrative Civil Liability (ACL) Complaint noted above (hereinafter "Complaint"). I am informed that California Water Code section 13323, subdivision (b), states, "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: PAY THE CIVIL LIABILITY*

(Check here and the appropriate box in subsection b if the Discharger waives the hearing requirement and will pay the civil liability.)

a. I hereby waive any right the Discharger may have to a hearing before the Regional Water Board.

b. I certify that the Discharger will remit payment for the proposed civil liability following one of the payment options below (please place a "✓" or "×" in the appropriate box and fill in blanks if appropriate):

Payment Options:

☐ Pay full amount of $6,100 by check to the State following the directions for payment in the Complaint to the "State Water Resources Control Board," with a copy of the payment to the Regional Water Board.

☐ Pay a portion to the State <u>and</u> pay the remaining balance (up to a maximum of 50 percent of the assessed liability, less any Regional Water Board staff costs) toward the Supplemental Environment Projects (SEP) Fund to supplement the Regional Monitoring Program (RMP). This SEP Fund will supplement RMP studies that would not otherwise be conducted through the RMP's annually approved cost allocations. The guiding principal of the RMP is to collect data and communicate information about water quality in the San Francisco Estuary in support of management decisions to restore and protect beneficial uses of the region's waters. Information about the RMP is at http://www.sfei.org/rmp. Funding for the RMP is managed and administered by the non-profit San Francisco Estuary Institute. No funds will go to the Regional Water Board. The Regional Water Board will consider the Discharger to have fulfilled its obligation for this SEP after its contribution to the SEP Fund has been received by the San Francisco Estuary Institute. Selection of the SEP Fund option does not change the total amount the Discharger will pay.

$_____ Amount to be paid to the SEP Fund (cannot exceed $500).

$_____ Amount to be paid to the State Water Pollution Cleanup and Abatement Account ($6,100 minus amount inserted above)

$ **6,100** Total assessed mandatory minimum penalty (sum of amounts above).

Selection of the SEP Fund option will involve payment by two checks, one payable to the "State Water Resources Control Board" and the other to the "Regional Monitoring Program." The Regional Water Board will send an invoice for any payment due to the San Francisco Estuary Institute for the SEP Fund, and the State Water Resources Control Board will send an invoice for payment due to the State.

c. I understand that payment of the above amounts constitutes a proposed settlement of the Complaint, and that any settlement will not become final until after a 30-day public notice and comment period. If the Regional Water Board receives significant new information or comments from any source (excluding the Regional Water Board Prosecution Team) during this comment period, the Regional Water Board's Assistant Executive Officer may withdraw the Complaint, return any payment received, and issue a new complaint. I understand that this proposed settlement is subject to approval by the Regional Water Board or its Executive Officer, and that the Regional Water 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.

e. I understand that if timely payment is not received, the Regional Water Board will adopt an ACL order requiring payment.

☐ *OPTION 2: REQUEST A TIME EXTENSION*

(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.)

I hereby waive any right the Discharger may have to a hearing before the Regional Water Board within 90 days after service of the Complaint. By checking this box, the Discharger requests that the Regional Water Board delay the hearing and/or hearing deadlines so the Discharger may have additional time to prepare for the hearing. It remains within the discretion of the Regional Water Board Advisory Team to approve the extension.

☐ *OPTION 3: ENGAGE IN SETTLEMENT DISCUSSIONS*

(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 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 the Discharger will contact the Regional Water Board Prosecution Team within five business days of submittal of this waiver to request that the Prosecution Team engage in settlement discussions to attempt to resolve the outstanding violations. As part of a settlement discussion, the Discharger may propose a supplemental environmental project to the extent such a project is authorized by law and the State Water Resources Control Board Policy on Supplemental Environmental Projects. By checking this box, the Discharger requests that the Regional Water Board Advisory Team delay the hearing so the Discharger and the Prosecution Team can discuss settlement. It remains within the discretion of the Regional Water Board Advisory Team to agree to delay the hearing. Any proposed settlement is subject to the conditions described above under “Option 1c” and “Option 1d.”

_____
Print Name and Title

_____
Signature

_____
Date