

RESOLUTION NO. 2007- 14

**A RESOLUTION OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT
AUTHORIZING THE EXECUTION OF THE WAIVER OF THE RIGHT TO A HEARING FOR
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2007-0503**

WHEREAS, the Rancho Murieta Community Services District ("District") was served with Administrative Civil Liability Complaint No. R5-2007-0503 (hereinafter the "Complaint") by the Regional Water Quality Control Board (hereinafter the "Board") on February 26, 2007; and

WHEREAS, the Complaint proposed a civil liability of \$200,000; and

WHEREAS, District has reached a settlement of the Complaint with the Board, which provides, in part, for \$100,000 to be expended towards a Supplemental Environmental Project; and

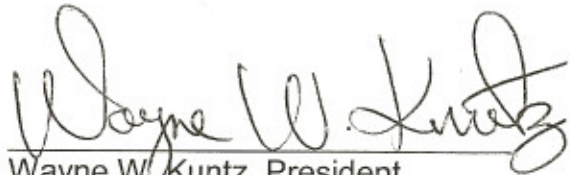
WHEREAS, the Board of Directors finds that it is in the best interest of the District to accept this settlement and waive the right to hearing before the Board, or otherwise challenge or protest the Complaint or the Executive Officer's issuance of the Order to the State Water Resources Control Board, as more particularly described in the Waiver of the Right to a Hearing for Administrative Civil Liability Complaint No. R5-2007-0503, as attached hereto as Exhibit "A".

NOW THEREFORE, the Board of Directors of the Rancho Murieta Community Services District does hereby resolve that:

1. The President of the Board is authorized to execution the Waiver of the Right to a Hearing for Administrative Civil Liability Complaint No. R5-2007-0503, as attached hereto as Exhibit "A", or in substantially similar form.
2. The General Manager is authorized to take any all actions necessary to implement the provisions of the Waiver of the Right to a Hearing for Administrative Civil Liability Complaint and the Order to the State Water Resources Control Board relating to Complaint No. R5-2007-0503, including but not limited to, remitting payment in the amount of \$100,000 to the State by check (\$50,000 payable to the "State Water Pollution Cleanup and Abatement Account" and \$50,000 payable to the "Waste Discharge Permit Fund"); entering into a Supplemental Environmental Project ("SEP") Agreement with _____ as set forth in Attachment A of the State Water Resources Control Board Order; and expending \$100,000 for completion of the SEP.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held on September 19, 2007 by the following vote:

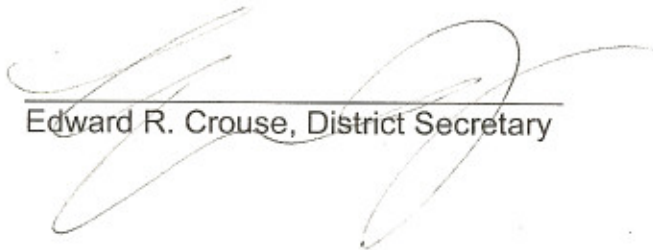
Ayes: *Kuntz, Taylor, Belton, Kjome*
Noes: *None*
Absent: *Pasek*
Abstain: *None*



Wayne W. Kuntz, President
Rancho Murieta Community Services District

[seal]

ATTEST:



Edward R. Crouse, District Secretary

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

**WAIVER OF THE RIGHT TO A HEARING FOR
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT**

In the Matter of:

Rancho Murieta Community Services District
Tentative Administrative Civil Liability Order
Rancho Murieta Wastewater Treatment Facility
Yolo County

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

1. I am duly authorized to represent the Rancho Murieta Community Services District (hereinafter "Discharger") in connection with Administrative Civil Liability Complaint No. R5-2007-0503 (hereinafter the "Complaint") and the accompanying tentative Administrative Civil Liability Order (hereinafter the "Order").
2. I am informed of the right provided by Water Code section 13323, subdivision (b), to a hearing within ninety (90) days of service of the Complaint.
3. I hereby waive the Discharger's right to a hearing before the California Regional Water Quality Control Board, Central Valley Region, and agree not to contest this Order.
4. I hereby waive the Discharger's right to petition the Executive Officer's issuance of the Order to the State Water Resources Control Board within thirty (30) days of the issuance of the Order.
5. I certify that the Discharger will, within thirty (30) days of issuance of this Order, remit payment for the civil liability imposed in the amount of one hundred thousand dollars (\$100,000) by check (\$50,000 payable to the "State Water Pollution Cleanup and Abatement Account" and \$50,000 payable to the "Waste Discharge Permit Fund"), and will timely complete the Supplemental Environmental Project ("the SEP") set forth in Attachment A of the tentative Order. Expenditure of the SEP shall equal or exceed one hundred thousand dollars (\$100,000). Alternatively, I certify that the Discharger, will within thirty (30) days of issuance of this Order, remit payment for the civil liability imposed in the amount of two hundred thousand dollars (\$200,000) by check (\$100,000 payable to the "State Water Pollution Cleanup and Abatement Account" and \$100,000 payable to the "Waste Discharge Permit Fund"),
6. I understand that payment and/or payment and completion of tasks as described in paragraph five resolves the violations set forth in the Complaint and that the Order will not become final until after a public comment period.

7. I understand that the Executive Officer has complete discretion to modify or terminate this Order, in which case this waiver will have no further effect.

8. I understand that payment as described in paragraph five and timely performance of the tasks identified in Attachment A of the tentative Order is not a substitute for compliance with applicable laws, and that continuing violations of the type set forth in the Order may subject the Discharger to further enforcement, including additional civil liability.

(Print Name and Title)

(Signature)

(Date)