From: William R. Moylan
1516 17th St.
Los Osos, CA. 93402

October 11, 2006

To: Central Coast RWQCB
895 Aerovista Pl.
San Luis Obispo, CA. 93401

Dear RWQCB Board and Staff,

What can I say that will make an impression on you? From our previous engagements on April 28, 2006 and May 11, 2006 it was my impression that the prosecutorial staff was unimpressed with any Los Osos individual's testimony, and that most of the RWQCB members who sat listening to both the prosecution staff and the proposed CDO holders demonstrated bias in favor of the prosecution staff. I know that the board is supposed to be unbiased but that is not what I observed.

Now, several months later, the prosecution staff's testimony and evidence, which was presented at the hearing on April 28, 2006, have been stricken from the record. Also, in Jeffrey Young's letter sent to designated parties, dated August 4, 2006, it plainly states in the first paragraph "...proposed Cease and Desist Orders...shall be stricken from the record." Yet, I and my wife and the 44 other former proposed CDO holders are still required to present new evidence, if we wish, and we are scheduled to appear in "continued hearings" on November 2 and 9, 2006. Please clarify exactly what "proposed Cease and Desist Orders shall be stricken from the record" means. I am confused. I always believed that the term "stricken from the record" meant that documents would be expunged, as if they never existed. In fact, Michael Thomas, told me face to face that "the original proposed Cease and Desist Orders have been stricken from the record-it is like they never existed." Either, the prosecution staff does not follow instructions from the Chair or the Chair did not mean what he said, or someone at the RWQCB prosecution staff is confused as to what "stricken from the record" means. At the very least, I want a clear explanation from Chairman Young as to what he meant when he wrote "proposed Cease and Desist Orders...shall be stricken from the record."

As my wife has stated in her additional evidence, it will be impossible to actually have a wastewater treatment facility built and operational by January 1, 2010, and yet all proposed CDO holders are faced with vacating their homes if we do not hook up to a wastewater treatment plant by that date. This is a conundrum of major impact. We must hook up by Jan. 1, 2010. We won't be able to because the likelihood of a treatment plant in Los Osos is virtually impossible by that date. We are in a "catch 22." In that famous book (*CATCH 22*) about military life it told of how an enlisted soldier would be told to accomplish something that was impossible-and so he had to face severe discipline because he "did not do what he was told by his superiors." And yet, he could not do what he was told because there was no way to do it. We, who are proposed CDO

holders, are also faced with an impossible task and severe discipline for not completing an impossible task.

This is the situation of all who live in the Prohibition Zone. All of us in the infamous "zone" will be out of compliance with the CDO issued by the RWQCB by Jan. 1, 2010. This is absurd. Please do not do something as absurd as issuing an order that on its face is impossible to comply with. Everyone in Los Osos who has received proposed CDO's knows that they are absurd on their face. Everyone who has received a proposed CDO is faced with an impossible task. We cannot build a plant by Jan. 1, 2010. In fact, the building of a plant is now in the County's hands. Do not issue these CDO's. They do not help, they harm. They also have a requirement that is impossible to comply with.

My wife and I have always been good, law abiding citizens. In fact, on May 4, 2006 we decided to have our septic system pumped and checked. There was no indication that we needed to have our system pumped. We did so, to show the RWQCB that we are cooperative. I gave a copy of our receipt to Matt Thompson, and he said "Good. You have already met the requirement for the CDO." Since, we have already met the requirement, than issuing us a CDO is a moot point. In the on-line Encarta Dictionary, the third definition of the word "moot" is "not legally relevant; legally insignificant because of already having been decided or settled." Since, issuing us a CDO is not legally relevant, then I request that the Regional Board not issue us a CDO.

Finally, the impartiality concerning this entire proposed action by the RWQCB is in question. At a scheduled meeting at the CCRWQCB on Aug. 29,2006 at 10am Mr. and Mrs. Mortara and I met with Harvey Packard and Matt Thompson. During the meeting the Mortaras and I asked Harvey Packard to please stop these CDO hearings. Mr. Packard said, "We are going to proceed with this prosecution." I then said, "You don't have to do this, do you?" Mr. Packard replied, "We have been instructed to go forward with this prosecution." I said, "Who has told you to continue with these proposed CDO's?" Harvey said, "The Chair of the Board." This admission of unethical contact between the Chair of the Board and the prosecution staff was revelatory and disturbing. This breach of the separation between the prosecution staff and the Board by Chairman Young taints the entire procedure of this hearing. Since the Board Chair is advising the prosecution staff concerning proposed CDO's there is no impartiality regarding these proceedings and therefore the entire case should be dropped immediately.

In summation, I want to reiterate some points.

1. Please have Mr. Young clarify what "...proposed Cease and Desist Orders...shall be stricken from the record" meant.
2. Please realize the absurdity of a TSO of January 1, 2010 on the completion of a wastewater treatment plant in Los Osos. It is an impossible requirement. Set a realistic date.
3. Acknowledge that my wife, I, and most, if not all, of the proposed CDO recipients are good, law abiding citizens who want clean water.
4. Acknowledge that the building of a treatment plant is not now or was ever in the hands of Los Osos individuals.

5. Issuing a CDO to my wife and me now, after we have voluntarily had our septic system pumped and checked, is moot and not necessary.
6. Recognize the unethical conduct between the Board and the prosecution staff and drop this "case" immediately.

Sincerely,

William R. Moylan

AL'S SEPTIC PUMPING SERVICE,INC. P.O.
BOX6996 LOS OSOS, CA 93412 528-0432
541-8283 773-0123 927-1722

Invoice

Date	Invoice #
5/4/2006	4769

Bill To	Job Address
Bill Moylan 1516 17th Street LosOsos, CA. 93402	Bill Moylan 1516 17th Street Los Osos, CA. 93402

P.O. No.	Terms	Due Date	Maintenance	Leach Failure	Escrow	Other
PL4/30/06	Net 30	6/3/2006	**XXX**			**CDO**

Description	Qty	Rate	Amount
Service call to pump exposed septic holding tank exposed by owner. 1200 concrete tank operating at normal level. Lids and san-t's intact. Tank equipped with effluent pump, to help force liquids to leach area, checked and operational. Recommendation for systems with pumps to be checked yearly. May want to install riser access for easier maintenance to check pump annually. Backfilled after pumping.			
5/1/06 Pumping and disposal		295.00	295.00
Fuel surcharge Service call/labor		15.00	15.00
Thank you ! We appreciate your business !		75.00	75.00

Please include the invoice number or job address with your payment. Thank you.

We gladly accept MasterCard or VISA,

To be paid in full upon receipt. All invoices not paid within 30 days subject to finance charge 1.5%

Total

Payments/Credits

Balance Due

Los Osos Enforcement Proceeding
California Regional Quality Control Board
Central Coast Region
895 AeroVista Place
San Luis Obispo, CA 93401
Att: Michael Thomas
November 14, 2006

Dear Mr. Thomas,

I object to the relentless pursuit of a few select people (45 in all) in the quest for a sewer project in Los Osos, a community of approximately 15,000 people. How the Water Board has determined that 45 individual property owners and their spouses could somehow create a sewer for a town of 15,000 is beyond comprehension.

I object to the obvious omission of businesses for proposed CDO's in this community in the "random selection" process of 45 properties. There are approximately 200 businesses in Los Osos. Not one received a proposed CDO. I want an explanation of how this "random process" was done.

I object to the callous disregard for 45 property owners and how 9 months has taken its toll on these people. When I complained about the enormous human toll that this "CDO" process was having on my family and friends in a meeting at the water board on August 29, 2006, Matt Thompson said, "I know, I know, you've told me 3 or 4 times already."

I object to the refusal of water board people to listen to reasonable ideas as to how a wastewater project needs a community outreach program from the CCRWQCB.

I object to chronic last minute changes in schedules that the water board has continually used to suit their purposes without any regard for the lives of the designated parties and how those last minute changes could affect them.

I object to how this singling out of just 45 property owners for proposed CDO's has divided the community, when simple notification of all the people in Los Osos would have created an equal level of participation in solving the wastewater issue.

I object to the continual communication between the prosecution staff and the Board when there is supposed to be a separation of function and partitioning of the Board and prosecution staff. On August 29, 2006, Harvey Packard told me and the Mortaras that the Chair of the Board had instructed the staff to proceed with the prosecution case. This is a breach of that imposed separation. This breach between the prosecution staff and the board

insures we will not get an impartial hearing and is reason alone for a dismissal of this case.

I object to the pursuit of individual citizens of Los Osos for prosecution, when it is obvious that the lead agencies responsible for the construction of a wastewater treatment plant have failed in their responsibilities for over 23 years to bring a treatment plant to fruition. Individuals homeowners have never anywhere in the United States been able to create a wastewater plant and infrastructure.

I object to the failure of the CCRWQCB to act for over twenty years to the recalcitrant government agencies that were ultimately responsible for establishing a wastewater system in Los Osos.

I object to the denial of a different hearing date for my wife and myself when I responded within <u>hours</u> of being notified of a revised hearing date of Dec. 14 and 15, 2006. My wife has had long standing plans for months to attend a necessary class she needs to help her complete a credential program in the field of trauma healing. These classes only meet once every few months and we will be out of town on Dec. 14-17, 2006. She has spent several hundred dollars to enroll in this needed class and her money is non-refundable.

I object to the insinuation of various staff members of the RWQCB that somehow we, as individuals are responsible for the situation that Los Osos is in concerning wastewater treatment. This is an unfair assessment of my wife and me, and also of the 44 other designated parties. Government has always been responsible, not individual residents

I object to the extreme, obvious lack of due process that the water board has shown. All individuals are worthy of an individual hearing. All individuals should have the necessary amount of time to present their case. Fifteen minutes of time for my wife and me to present our case is ridiculous, unfair, and is <u>not</u> due process.

I object that the first time I heard from the CCRWQCB was in late January 2006 with a proposed CDO. I had never heard from the water board before. I never knew that Los Osos was a prohibition zone. My realtor never informed me about a prohibition zone. Who is responsible for that omission? Does the RWQCB have a series of warnings? Does the RWQCB tell realtors in a prohibition zone that they are responsible for notifying prospective buyers about a "prohibition zone?"

I object to being denied an individual hearing.

I object to being singled out with a group of 44 others out of 15,000 people. This is not equal representation under the law. To have this proposed CDO

hanging over our heads for 10 months, to have the continuous changing of times and what we can and cannot do by the water board is equal to a slow torture and is already cruel and unusual punishment. The threat of having to move out of your home because you cannot use your septic system is extreme and when asked by a prospective CDO recipient, "What will we do if there is no sewer to hook up to by January 1, 2010?" Matt Thompson replied, "Vacate the premises." This is cruel and unusual and it deprives people of their property. The threat of $5000 a day fines is excessive. See the United States Constitution, Amendment VIII and also Amendment V.

My wife and I have authorized Shaunna Sullivan, attorney, to represent us and she has worked on a "settlement agreement" that we can accept. We think it is fair and reasonable. We have signed an authorization agreement with Ms. Sullivan and are willing to sign her agreement. These documents will accompany this list of objections. By signing this agreement, we believe that we are in compliance with the Water Board. We believe we are cooperative parties with the water board and want an end to this predicament. We are in favor of a wastewater treatment facility and hope the county will quickly solve this problem.

Attached you will find a copy of the evidentiary arguments dated October 12, 2006 posed by Burke, Williams and Sorensen, L.L.P. and signed by Gregory M. Murphy and sent to the Water Board. I am in concurrence with Gregory M. Murphy's evidence and reserve the right to refer to any and all of his arguments in that document. I reserve the right to refer to any and all of the documents in the list that follows Murphy's evidentiary letter. I also reserve the right to use any and all of my wife's and my former evidence submitted to the water board this year. I also reserve the right to incorporate the testimony and evidence by any other Designated party in this case.

Please note all of the attached documents.

Sincerely,

William R. Moylan

Regarding the revised hearing dates of Dec. 14, 15

On October 16, 2006 within two hours after receiving a revised hearing notice by e-mail I wrote Michael Thomas an e-mail explaing that we would be out of town on those dates.

Michael Thomas replied on October 17, 2006 that he would be out of the office for a few days and that he forwarded my e-mail to Jeffrey Young, Chair of the Water Board.

I called Jeffrey Young at his office in Santa Barbara on October 18, 2006 and spoke to him about our request for a new hearing date and that we could not make the December 14 and 15 dates. Jeffrey Young said he had received the forwarded e-mail from Michael Thomas and that he was aware of our other plans for the 14,15 of December. He said he would be in touch.

I called Matt Thompson on October 20, 2006 and reiterated my desire for a different hearing date. He said he would notify Michael Young about my concerns as soon as Mr. Young would be back from his trip.

From: "MOYLANS" <bmoylan@charter.net>
To: "Reed Sato" <rsato@waterboards.ca.gov>, "Harvey Packard" <hpackard@waterboards.ca.gov>, "Michael Thomas" <mthomas@waterboards.ca.gov>, "J Richards" <jrichards@waterboards.ca.gov>
Date: Thursday, November 09, 2006 8:47:46 PM
Subject: More evidence of naturally high levels of nitrates in shrub desert subsoils

Dear Sirs and Madams,

As this scientific article clearly states, Nitrogen in desert and arid regions in the United States, including Southern California are abundant. If you read the article, on the fourth page (listed as page 1024)it clearly states that high levels of NO3 in the Las Vegas desert groundwater were mobilized by irrigation and not related to crop fertilization, livestock or septic systems. I contend, and expert scientists, such as Dr. Dan Wickham, have stated at the CCRWQCB hearing on April 28, 2006, that the nitrates in the upper aquifer of Los Osos may be due to naturally occurring nitrates in the subsoil. Heavy rains tend to bring the nitrate levels in the aquifer up, whereas one would think that heavy rains would dilute the levels of nitrates.

As Dr. Wickham testified on April 28, 2006, there is a correlation of denser housing in Los Osos and a slight increase in nitrates in the aquifer but correlation does not equate to proof. We could be in a similar situation as that in the Las Vegas area where simply irrigating the soil leaches nitrates from the soil into the aquifer.

Sincerely,

William R. Moylan

Yungay area, the nature of the oxidant remains unexplained. Photochemical reactions initiated by sunlight continually produce oxidants in the lower atmosphere and surface. However, in most soils, biological production of reduced organic material completely dominates the net redox state of soils. When biological production is less than the photochemical production of oxidation, then the soil will become oxidizing. The transition from biologically dominated soils to photochemically dominated soils appears to be abrupt. Whichever process dominates will shift the redox state in one direction or another. In the Atacama, there is a gradual decline in biological activity as conditions became drier, yet near the extreme arid region there is an abrupt transition to very low bacterial levels and low organic content.

It is unlikely that the oxidizing conditions are due to high ultraviolet flux, because the site is only 1 km above sea level. Instead, the dry conditions in the Atacama must inhibit biological production of reductants and possibly enhance the survival of photochemically produced oxidants. Our results suggest that in the extreme arid core of the Atacama, we have crossed the dry limit of microbial survival in extreme environments. The net result is that photochemical processes dominate. Thus, in the Atacama Desert, we find almost no microorganisms and low levels of organic material, and the organic material present appears to have been oxidized. The LR experiments confirm the presence of as-yet-unidentified oxidants in the Atacama soil. In many respects, these soils are similar to the Mars soils investigated by the Viking Biology Experiment and may provide a valuable testing ground for instruments and experiments designed for future Mars missions.

References and Notes

1. K. Biemann *et al.*, *J. Geophys. Res.* **30**, 4641 (1977).
2. The temperature of pyrolysis was set to any of three temperatures: 200°, 350°, or 500°C. The detection limit for benzene was less than 0.5 to 5 ppb; for smaller molecules such as HCO_2H, the detection limit was poor, at best in the ppm range.
3. V. I. Oyama, B. J. Berdahl, *J. Geophys. Res.* **82**, 4669 (1977).
4. G. V. Levin, P. A. Straat, *J. Geophys. Res.* **82**, 4663 (1977).
5. C. P. McKay *et al.*, *Planet. Space Sci.* **46**, 769 (1998).
6. A. Miller, in *Climates of Central and South America*, W. Schwerdtfeger, Ed. (Elsevier, Amsterdam, 1976), pp. 113–145.
7. M. T. K. Arroyo, F. A. Squeo, J. J. Armesto, C. Villagran, *Ann. Mo. Bot. Gard.*, **75**, 55 (1988).
8. C. P. McKay *et al.*, *Astrobiology* **3**, 293 (2003).
9. Rain and temperature data for Chile are available from Dirección Meteorológica de Chile at www.meteochile.cl. Climatological data for Chile from 1912 to 1970 are available at http://docs.lib.noaa.gov/rescue/data_rescue_chile.html.
10. Materials and methods are available as supporting material on *Science* Online.
11. S. A. Benner, K. G. Devine, L. N. Matveeva, D. H. Powell, *Proc. Natl. Acad. Sci. U.S.A.* **97**, 2425 (2000).
12. The organic concentration we see, albeit at much higher temperature, is higher than the Viking pyr-GC-MS reported limit.
13. R. C. Plumb, R. Tantayonon, M. Libby, W. W. Xu, *Nature* **338**, 633 (1989).

14. We acknowledge support from NASA's Astrobiology Science and Technology for Exploring Planets program and Biomolecular Systems Research Program, the National Autonomous University of Mexico (grant nos. DGAPA-IN119999 and IN101903), the National Council of Science and Technology of Mexico (grant nos. 32531-T and F323-M9211), the NASA-Ames/Louisiana State University Cooperative Agreement (grant no. NCC 2-5469), the National Science Foundation (award no. DEB 971427), and the University of Antofagasta.

Supporting Online Material
www.sciencemag.org/cgi/content/full/302/5647/1018/DC1
Materials and Methods
SOM Text
Figs. S1 and S2
Data Tables S1 to S6

14 July 2003; accepted 29 September 2003

A Reservoir of Nitrate Beneath Desert Soils

Michelle A. Walvoord,[1]* Fred M. Phillips,[2] David A. Stonestrom,[3] R. Dave Evans,[4] Peter C. Hartsough,[5,6] Brent D. Newman,[7] Robert G. Striegl[1]

A large reservoir of bioavailable nitrogen (up to ~10^4 kilograms of nitrogen per hectare, as nitrate) has been previously overlooked in studies of global nitrogen distribution. The reservoir has been accumulating in subsoil zones of arid regions throughout the Holocene. Consideration of the subsoil reservoir raises estimates of vadose-zone nitrogen inventories by 14 to 71% for warm deserts and arid shrublands worldwide and by 3 to 16% globally. Subsoil nitrate accumulation indicates long-term leaching from desert soils, impelling further evaluation of nutrient dynamics in xeric ecosystems. Evidence that subsoil accumulations are readily mobilized raises concern about groundwater contamination after land-use or climate change.

Increased deposition of bioavailable nitrogen (N) at the land surface has adversely affected water quality, biodiversity, and ecosystem functioning around the world (*1–6*). Understanding such impacts requires quantification of N sources, reservoirs, and cycling rates (*1, 5, 7, 8*). Desert soils, which cover approximately one-fourth of the conterminous United States and one-third of the land surface worldwide, are reportedly low in total N (*9, 10*). Studies of N cycling in terrestrial ecosystems have traditionally examined only the biologically active soil zone, defined operationally as extending to ~1 m in depth (*9, 11*). Within this zone, N turnover is rapid (*6*), and N concentrations decrease with depth (*7, 10, 11*). Natural sources of N in desert ecosystems include nitrate (NO_3^-) and ammonium (NH_4^+) in precipitation, eolian deposition of nitrate salts, and biological assimilation of atmospheric N_2 by N-fixing organisms (*5, 7, 8, 10*). Mechanisms of N removal include plant uptake, volatilization to ammonium and other gases, wind erosion, and denitrification (*6, 7, 12*). Nitrogen loss from the soil zone by leaching is generally assumed to be negligible in desert ecosystems (*5, 10, 12*). Our findings challenge this assumption, demonstrating that substantial quantities of N, as NO_3^-, have leached and accumulated beneath the soil zone over millennial time frames.

Soil-water N generally follows a nutrient-type profile, with concentrations that decrease sharply with depth because of biological uptake and cycling (*11*). In contrast, soil-water chloride (Cl^-) follows a conservative solute-type profile, with concentrations that increase with depth because of progressive evaporation and water extraction by plant roots. In desert settings, Cl^- typically exhibits an exaggerated conservative solute-type profile resulting from the accumulation of thousands of years of atmospheric Cl^- deposition (*13*). A recently developed model (*14*) (supporting online material) quantitatively explains these Cl^- profiles by considering geothermally driven water vapor transport toward the atmosphere, together with the hydraulic sink created in the soil by the roots of desert plants. Physical and biological processes selectively remove water, concentrating Cl^- (Fig. 1A).

Surprisingly, soil-water concentration profiles of NO_3^- N in five arid-to-semiarid sites in the western United States (Fig. 2) (*15*) follow the conservative solute-accumulation profiles of Cl^- (Fig. 3) rather than the expected progressive nutrient depletion profiles. Maximum NO_3^- N

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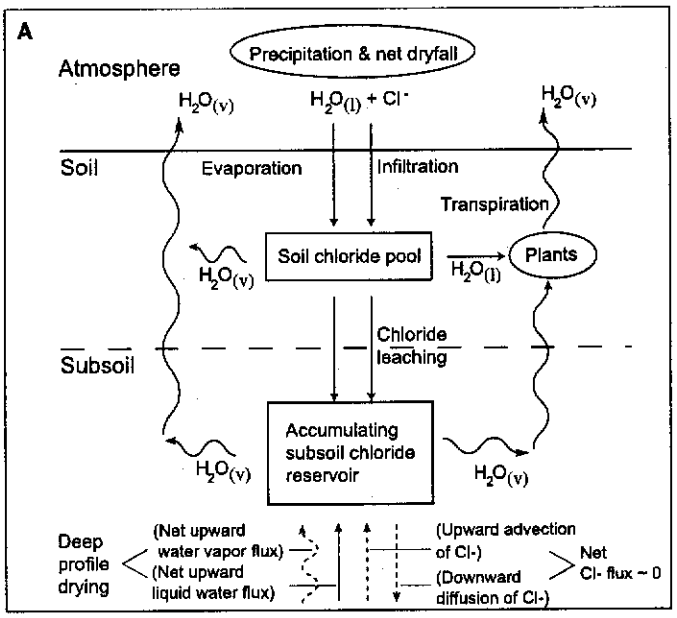
*To whom correspondence should be addressed. E-mail: walvoord@usgs.gov



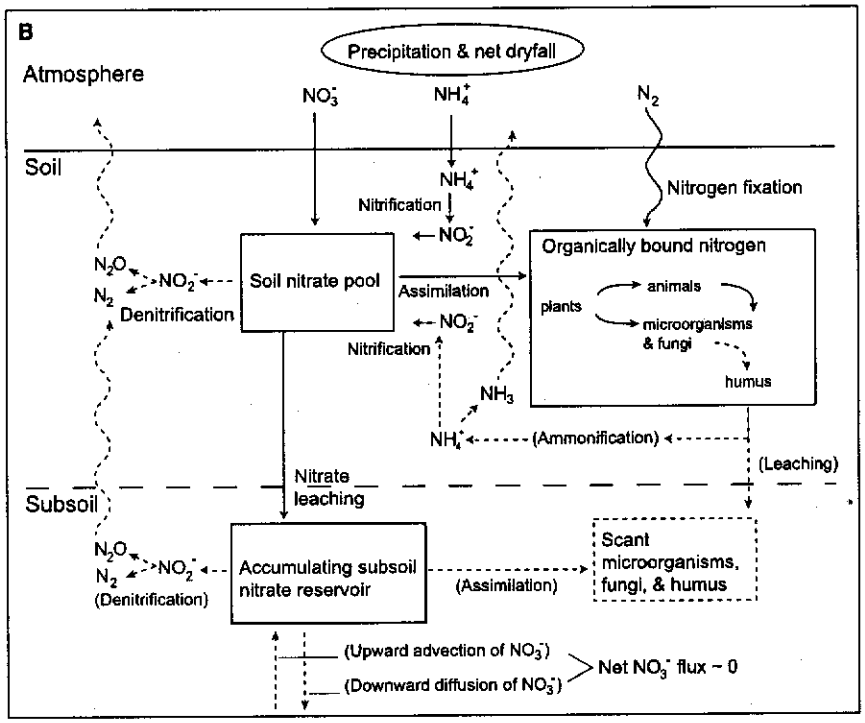


Fig. 1. Main transformations and transport pathways for water, Cl^-, and NO_3^- in desert systems. Straight lines denote liquid (l) pathways; wavy lines denote vapor (v) pathways; dotted lines denote minor pathways. (**A**) Water and Cl^- pathways. Cl^- arrives at the land surface in dust and precipitation, accumulating near the land surface (soil Cl^- pool) during normal conditions of limited rainfall separated by prolonged droughts. Conservative Cl^- anions are completely excluded from soil vapor and preferentially excluded by cell membranes from plant transpiration. Soil Cl^- leaches to the subsoil reservoir during infrequent major wetting events. Water returns to the soil zone and atmosphere as vapor, leaving nonvolatile Cl^- behind. Small net fluxes of water and Cl^- beneath the upper subsoil are directed upward, reflecting deep-profile drying under current climatic conditions. (**B**) NO_3^- pathways. NO_3^- acts like Cl^- with respect to leaching and exclusion from soil vapor. Unlike Cl, however, NO_3^- is preferentially taken up by plants and is reactive. Assimilation, nitrification, denitrification, and ammonification are all biologically mediated. Subsoils, beneath the root zone, are virtually devoid of organic matter and active organisms, where leaching and evaporative concentration are the main processes affecting NO_3^-. Soil-pool flushing after extended dry periods, when limited bioavailable carbon reserves are exhausted, leaches accumulated NO_3^- to the subsoil below the reach of plants.

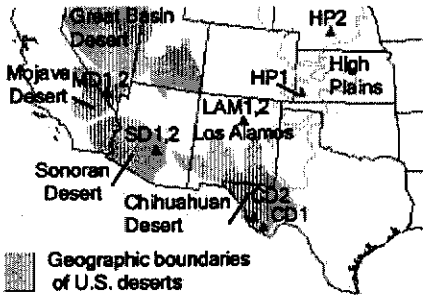


Fig. 2. Map showing locations of vadose-zone pore-water concentration profiles used in this analysis.

concentrations in the subsoil below these nutrient-limited vegetation communities (*10*) can exceed 2000 mg liter^{-1}, surpassing N concentrations applied in hydroponic agriculture by a factor of 10. Clearly, not all NO_3^- N is consumed in the soil zone. We infer that NO_3^-, like Cl^-, leaches from the soil pool to the subsoil reservoir, just beyond the reach of roots, during occasional deep-wetting events. Once there, NO_3^- concentrates as water moves upward as vapor along energy gradients and ultimately returns to the atmosphere via plants (Fig. 1B). The sustained absence of downward water movement below the subsoil reservoir has enabled NO_3^- to accumulate for thousands of years (*13*, *14*). Desert subsoils are persistently low in organic matter, low in microbial populations, low in water content, aerobic, and neutral to basic in pH (*16*); all of which promote NO_3^- stability and inhibit denitrification (*17*).

Integration of the NO_3^- N profiles from 1 m to the maximum depth sampled yields subsoil NO_3^- N inventories that vary from 30 to 13,600 kg of N ha^{-1} (table S2). The NO_3^- N inventories show high intra- and interregional variability relative to Cl^- inventories. This is not surprising, as N gains and losses within the soil zone are controlled by unevenly distributed plant and microbial activity, in addition to hydraulic controls (Fig. 1B). Despite the large variability, general trends are apparent. For example, the pinyon-juniper woodland in semiarid northern New Mexico (Los Alamos) has the lowest NO_3^- N inventory, suggesting a lower limit for environmental conditions under which subsoil NO_3^- N accumulates in appreciable quantities. A nearby ponderosa pine woodland that receives moderately more rainfall shows little to no subsoil NO_3^- N accumulation (*18*).

One key factor contributing to contrasting NO_3^- behavior in arid and humid soils is the establishment of a persistent hydraulic sink at the base of the soil zone in deserts. Cl^- mass balance calculations provide an estimate of the time scales over which conditions required for solute accumulation have been maintained (*13*, *14*) (supporting online text). Estimated accumulation times for the desert sites range from 10,000 to

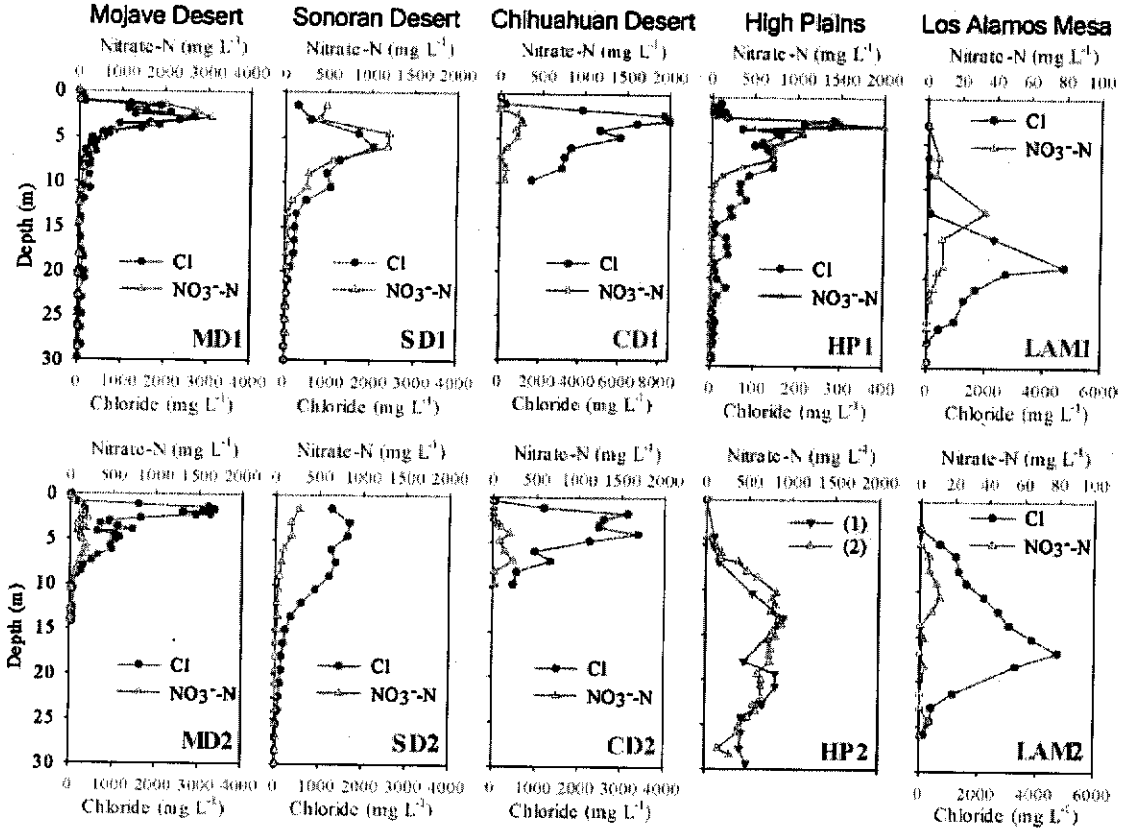


Fig. 3. Vadose-zone nitrate N and chloride pore-water concentration profiles from locations indicated in Fig. 1. (No chloride data are available for HP2.) Note the change of the Cl (**bottom**) scale for CD1, HP1, LAM1, and LAM 2 and the change of the NO_3^- N (**upper**) scale for MD1, LAM1, and LAM2. Data sources are as follows: MD1 (*14*), MD2 (*29*), SD1 and SD2 (*30*), CD1 and CD2 (*31*), HP1 (*32*), HP2 (*27*), and LAM1 and LAM2 (*33*).

16,000 years (table S2). These accumulation times are consistent with the hypothesis that the onset of arid Holocene climatic conditions and succession to xeric vegetation (*19*) triggered subsoil solute retention (*13*, *14*, *17*). Although the presence of biochemical pathways makes NO_3^- transport much more complex than Cl^- transport (Fig. 1), the strong similarity of the two profiles at many sites (Fig. 3) suggests that subsoil input histories, transport behavior, and accumulation times are similar. In the sampled environments, inferred subsoil NO_3^- N retention times exceed the 3000-year soil organic N pool maximum retention time (*9*) by as much as a factor of 5.

Comparisons of subsoil inventories to soil inventories for the sampled regions (*7*, *10*, *12*) as well as for arid-to-semiarid soil inventories worldwide (*9*) indicate that subsoil N (as NO_3^-) inventories are similar in magnitude to total soil N inventories (Fig. 4 and table S2). Based on these comparisons, subsoil NO_3^- N likely accounts for a preponderance of total vadose-zone N (ground surface to water table) in nonriparian arid environments. The ratios of subsoil NO_3^- N to total vadose zone N are 44 to −92% for the Mojave Desert, 41 to 81% for the Sonoran Desert, and 41 to 62% for the High Plains region. Subsoil NO_3^- N accounts for ~4 to 20% of the total vadose zone N in the Chihuahuan Desert and <4% in dry forests similar to the Los Alamos sites. Assuming that comparable inventories (1 to 5 kg ha^{-1}) exist in the 3×10^9 ha of Earth's warm deserts and arid shrublands, subsoil NO_3^- N inventories contain approximately 3 to 15 Pg of bioavailable N. This compares to global total estimates of 21 Pg in desert soils and 95 Pg in all soils (*9*). Consideration of subsoil NO_3^- N thus raises estimated global inventories of vadose-zone N by 14 to 71% for desert regions and 3 to 16% overall. Reducing uncertainty in these estimates will require substantial sampling efforts, given the variability among measured profiles. Nevertheless, the large amount of subsoil NO_3^- N indicated by all of the sites warrants consideration in assessments of global as well as arid-land N distributions.

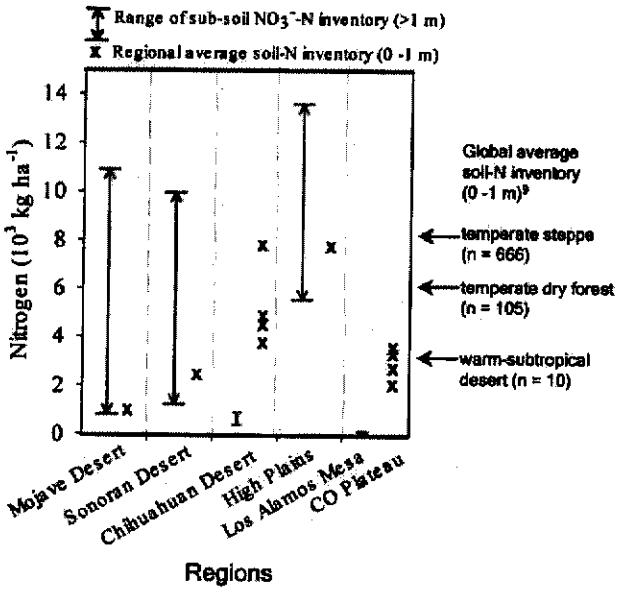


Fig. 4. Comparison of subsoil NO_3^- N inventories (table S2) with average regional and selected global soil N inventories. Multiple soil N regional averages correspond to average measurements collected under different species. Sources for soil N data are as follows: Mojave and Sonoran Deserts (*10*); Chihuahuan Desert (*34*); High Plains (*35*); and CO Plateau (*7*, *36*). Los Alamos data are compared with CO Plateau data based on similar vegetation, proximity, and lack of local soil N data.

The indicated leaching of soil NO_3^- N to the subsoil reservoir affects long-term N cycling calculations that derive fluxes from residuals. For example, estimates of N lost to the atmosphere by volatilization and denitrification will

be inflated by the amount of NO_3^- N leached to the subsoil; the latter is substantial at some of the sites investigated. Averaged over Cl^--based accumulation times, long-term NO_3^- N soil losses via leaching to the subsoil reservoir range from 3×10^{-3} to 6.8×10^0 kg of N ha^{-1} $year^{-1}$ (table S2). For comparison, mean annual inorganic N in wet deposition (NO_3^- N plus NH_4^+-N) ranges from 0.8 to 4 kg of N ha^{-1} $year^{-1}$ in the western half of the United States (*20*). Our data do not permit precise generalization of NO_3^- N soil leaching to subsoil reservoirs. Even so, NO_3^- N soil leaching clearly constitutes an appreciable fraction of atmospheric N deposition over large areas.

Leaching of N from arid soil zones is unexpected, given the N-limited nature of desert ecosystems and the high nutrient utilization efficiency of xeric plants (*10, 21, 22*), and cannot be readily explained. The presence of large quantities of NO_3^- N sequestered below a depth of 1 m demonstrates that not all of the available NO_3^- N is consumed in the soil zone or returned to the atmosphere. Ecologic implications follow, given the strong linkages between nutrient cycling and plant community dynamics. Recent studies show that desert plants do not necessarily take up water and nutrients simultaneously (*23*). In addition, some species may rely solely on available N at the soil surface (*24*). Such behaviors may help explain the apparent paradox of NO_3^- N leaching from soils populated by N-limited vegetation.

Subsoil NO_3^- reservoirs also have implications for groundwater quality, as their mobilization may adversely affect public water supplies. Drinking water exceeding the maximum contaminant level established by the U.S. Environmental Protection Agency of 10 mg of NO_3^- N $liter^{-1}$ is associated with methaemoglobinaemia, miscarriages, and non-Hodgkin's lymphoma (*3, 25*). Investigations in the 1970s reported large amounts of subsoil NO_3^- in southern California (*26*) and central Nebraska (*27*) that could not be attributed to agriculture or other human activities. Similarly, investigations of high NO_3^- levels in Las Vegas Valley groundwater near irrigated fields ruled out fertilizer, livestock, and septic systems as sources of pollution (*28*). Recent studies indicate that subsoil NO_3^- reservoirs are readily mobilized to groundwater when desert land is converted to irrigation (*29*) (fig. S3). Dam construction or changes in climate and vegetation could likewise mobilize subsoil nitrate reservoirs, with local to regional effects.

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37. We thank J. Betancourt, B. T. Nolan, H. J. Smith, and three anonymous reviewers for comments on earlier drafts of this manuscript and K. Dennehy, P. McMahon, S. Schmidt, and W. Schlesinger for providing unpublished data. This material is based on work supported in part by SAHRA (Sustainability of Semi-Arid Hydrology and Riparian Areas) under the STC program of NSF, agreement EAR-9876800, and by additional NSF funding, EAR-9614646 (S. W. Tyler) and EAR-9614509 (F.M.P.). This investigation was performed while M.A.W. held a National Research Council Research Associateship Award at the U.S. Geological Survey in Lakewood, CO.

Supporting Online Material
www.sciencemag.org/cgi/content/full/302/5647/1021/DC1
SOM Text
Figs. S1 to S3
Tables S1 and S2
References

5 May 2003; accepted 29 September 2003

African Droughts and Dust Transport to the Caribbean: Climate Change Implications

Joseph M. Prospero[1]* and Peter J. Lamb[2]

Great quantities of African dust are carried over large areas of the Atlantic and to the Caribbean during much of the year. Measurements made from 1965 to 1998 in Barbados trade winds show large interannual changes that are highly anticorrelated with rainfall in the Soudano-Sahel, a region that has suffered varying degrees of drought since 1970. Regression estimates based on long-term rainfall data suggest that dust concentrations were sharply lower during much of the 20th century before 1970, when rainfall was more normal. Because of the great sensitivity of dust emissions to climate, future changes in climate could result in large changes in emissions from African and other arid regions that, in turn, could lead to impacts on climate over large areas.

Aerosols, including mineral dust, can affect climate directly by scattering and absorbing solar radiation and indirectly by modifying cloud physical and radiative properties and precipitation processes (*1*). Over large areas of the Earth, the atmospheric aerosol composition is dominated by mineral dust. Dust storms and dust plumes are the most prominent, persistent, and widespread aerosol features visible in satellite images (*2*). Dense dust hazes often cover huge areas of the Atlantic, Pacific, and Indian oceans down-

Cover Letter

March 28, 2006
Dear Central Coast Water Board Directors and Staff,

I request an individual hearing. Lumping my case together with 44 different cases is unfair to me and to the other 44 cases. It is my right to be heard individually. I protest the proposed imposition of a Cease and Desist Order on my property's septic system. I believe the proposed CDO is extremely injurious to the value of my home. It is also very emotionally draining on me and and my wife. I believe that no matter what the intended consequences of this proposed CDO are, the required pumping of our septic system every two months is an unproved trial remedy of a problem extremely wide in scope and time. It also does nothing to solve the long-term solution of wastewater treatment in Los Osos.

It is injurious to my home. If my property has a CDO attached, it is a property that is valued at a fraction of its real value. This means that I cannot sell my home in a timely manner, if at all. It means I can only borrow a fraction of what I should be able to borrow on my home. This in effect condemns my home.

This proposed CDO has already had a major impact on my life. I have spent countless hours attempting to build, as you would call it, an evidentiary case-just so I can go on flushing my toilet. It has been frustrating in many ways, not just because this is an unjust action by your governing body, but also by the extreme difficulty in researching the 8000 pages of your files concerning the Los Osos ground water problem. Very few of your documents are in a PDF file or any file that can be accessed on computer. I was incredulous when Matt Thompson said the files were in one large cardboard box. When I asked where I could retrieve them on a computer, he said, "Unfortunately, we don't have them on our computer files-I'll work on that." That was on Monday, March 20.

<u>Reasons why we should not get a CDO levied on our home:</u>

1. Financial hardship
2. Pumping frequently is an unproven method of lowering the nitrates in ground water
3. The voluminous RWQCB records are extremely hard to access with virtually no time to prepare an "evidentiary case"
4. Our home was approved with a legally permitted septic system.
5. The RWQCB does not have data proving <u>our</u> septic is contributing to the nitrate problem
6. The discrimination of choosing just 45 homes at random to begin this proposed CDO when over 4500 homes are in the Prohibition Zone-no equal protection under the law
7. The disregard the RWQCB has for its own procedures regarding implementation of CDO's
8. The implementation of your CDO makes living in our home a criminal act just by using our septic system.
9. You are going after the wrong parties-the county permitted our home to be built in 1976 and they, not us, failed to act in compliance with your original 1983 sewer mandate.
10. The unconstitutionality of this proposed CDO and the unequal application of the law.
11. No Site Specific Evidentiary Information

Sincerely,

William R. Moylan

Elaboration of Reasons

1. Financial hardship—The cost of pumping our septic tank every other month will be between $1800 to $2400 a year. This is a lot of money being spent on something that does nothing to get Los Osos closer to a wastewater system. This is money that would be better spent on getting a wastewater system built. This will equate to millions of dollars a year for a band-aid approach to a very large problem, and still with no long-term solution.
2. This mandatory pumping of the septic tanks is an unproven, and untried remedy. Your staff person Matt Thompson, wastewater specialist, said at the informational hearing on Feb. 16, 2006, "It (the bi-monthly pumping of septic systems) has never been done before-it's unheard of."
3. Your cache of documents being put in a cardboard box (approx. 8000 pages) with no ability to cross-reference by subject matter and no summary list of documents with so little time to research makes the ability to put together an evidentiary case next to impossible.
4. The county legally permitted our home. The county legally permitted our septic system. The copies of our house permits are contained in this packet of documents.
5. The argument that our home is polluting the ground water is not based on scientific proof. Our septic leachate has never been individually tested. In effect, the RWQCB is assuming our guilt with no definitive proof.
6. Your selection of 45 homes at random to start your "prosecution" is patently biased and discriminatory. No matter that you intend to eventually notify all the property owners in the Prohibition Zone. We, who are in the first group, will have to start pumping sooner and have to pay hundreds, if not thousands, of dollars more than the subsequently notified property owners. This is extremely discriminatory. I vehemently object to this discriminatory treatment by the RWQCB.
7. The Central Coast RWQCB has not followed its own procedures in notifying homeowners of proposed Cease and Desist Orders. The issuance of the Proposed Cease and Desist Order came in an ordinary manila envelope with standard U.S. postage. It did not come by certified mail or personal delivery, which is required by your own Water Code 1834a. I almost threw it out with other junk mail, which I do not open.
   The pumping of our septic tanks and then taking millions of gallons of water out of our town to be treated by another town deprives the aquifer of replenishing itself. . This goes against Water Code 461. This will eventually cause a greater loss of ground water and create greater seawater intrusion.
8. While I and my wife are concerned about the degradation of our groundwater and genuinely want a wastewater treatment facility, we do not want to be turned into criminals simply by using our septic system. There is a better solution.
9. While missteps have been taken by all sides in this sewer drama, the county had the original Mandate to build a sewer in 1983. It was to have been built and operational by 1988. Must we suffer under a financially punitive order because of political blunders by the county? Also, the county continued to allow building permits between 1983 until the present, exacerbating the ground water nitrate problem. Surely, they must be held responsible for aversion of their mandate and the allowance of continued septic tank placements.
10. Article VIII of the U.S. Constitution specifically states that excessive fines shall not be imposed, nor cruel and unusual punishments inflicted. $350 every other month is excessive and a virtual fine. We will be forced to pay this amount, which constitutes a punishment; this is punitive and a waste of money for an unproven remedy. This proposed CDO for an entire community is also highly unusual since it has never been done before, and it does not get us one step closer to a real solution. Where is the precedent for this? Article XIV of the U.S. Constitution states "nor shall any State deprive any person of life, liberty, or property without due process; nor deny any person within its jurisdiction the equal protection of the laws. This

CDO action will deprive us of our property, for we will not be able to sell it. We may have to abandon our home. That would be equivalent to taking our property without due process. This CDO denies us equal protection under the law. Just this week (week of March 20-26, 2006) the city of Morro Bay, that shares the same bay as Los Osos, was given an extension of their waiver to continue to emit hundreds of thousands of gallons daily of only primary treated effluent from their 30 year old plant. This waiver allows the city of Morro Bay another 10 years to continue to pollute the ocean less than 2900ft from the Bay. Your board has given Morro Bay 10 years to retrofit an existing sewer plant with no fines or a CDO. Los Osos has been given less than four years to build one from scratch. And we middle class citizens must comply with a very expensive bi-monthly pumping of our septic tanks. This is not equal protection under the law.

Another example of unequal treatment is the waiver given to the farmers of the Central Valley of California in January of 2004 by the State Water Board to continue to pollute 7 million acres of farmland with pesticides, fumigants, fungicides, and other toxins. This unprecedented waiver of special interests was given despite the objections of several environmental groups, state senators and assemblymen. These Central Valley farmers are polluting hundreds of miles of streams, rivers, lakes and aquifers severely degrading the drinking water of millions of residents. And yet, thousands of residents of Los Osos are threatened with expensive pumpings of their septic systems with the potential loss of their homes due to the unaffordability of maintaining these pumpings. And there are no concerted efforts from environmental groups screaming for a wastewater treatment plant in Los Osos. This is unequal treatment under the law and disregard for Article 14 of the U.S. Constitution.

Amendment VIII - Cruel and Unusual punishment. Ratified 12/15/1791.

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

Amendment XIV - Citizenship rights. Ratified 7/9/1868. *Note History*

1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

Generally, due process guarantees the following (this list is not exhaustive):

- Right to a fair and public trial conducted in a competent manner
- Right to be present at the trial
- Right to an impartial jury
- Right to be heard in one's own defense
- Laws must be written so that a reasonable person can understand what is criminal behavior
- Taxes may only be taken for public purposes
- Property may be taken by the government only for public purposes
- Owners of taken property must be fairly compensated

EVIDENCE CODE
SECTION 500-502

500. Except as otherwise provided by law, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that he is asserting.

501. Insofar as any statute, except Section 522, assigns the burden of proof in a criminal action, such statute is subject to Penal Code Section 1096.

502. The court on all proper occasions shall instruct the jury as to which party bears the burden of proof on each issue and as to whether that burden requires that a party raise a reasonable doubt concerning the existence or nonexistence of a fact or that he establish the existence or nonexistence of a fact by a preponderance of the evidence, by clear and convincing proof, or by proof beyond a reasonable doubt.

EVIDENCE CODE
SECTION 520-523

520. The party claiming that a person is guilty of crime or wrongdoing has the burden of proof on that issue.

521. The party claiming that a person did not exercise a requisite degree of care has the burden of proof on that issue.

EVIDENCE CODE
SECTION 550

550. (a) The burden of producing evidence as to a particular fact is on the party against whom a finding on that fact would be required in the absence of further evidence.

(b) The burden of producing evidence as to a particular fact is initially on the party with the burden of proof as to that fact.

EVIDENCE CODE
SECTION 600-607

600. (a) A presumption is an assumption of fact that the law requires to be made from another fact or group of facts found or otherwise established in the action. A presumption is not evidence.

(b) An inference is a deduction of fact that may logically and reasonably be drawn from another fact or group of facts found or otherwise established in the action.

601. A presumption is either conclusive or rebuttable. Every rebuttable presumption is either (a) a presumption affecting the burden of producing evidence or (b) a presumption affecting the burden of proof.

602. A statute providing that a fact or group of facts is prima facie evidence of another fact establishes a rebuttable presumption.

603. A presumption affecting the burden of producing evidence is a presumption established to implement no public policy other than to facilitate the determination of the particular action in which the presumption is applied.

604. The effect of a presumption affecting the burden of producing evidence is to require the trier of fact to assume the existence of the presumed fact unless and until evidence is introduced which would support a finding of its nonexistence, in which case the trier of fact shall determine the existence or nonexistence of the presumed fact from the evidence and without regard to the presumption. Nothing in this section shall be construed to prevent the drawing of any inference that may be appropriate.

605. A presumption affecting the burden of proof is a presumption established to implement some public policy other than to facilitate the determination of the particular action in which the presumption is applied, such as the policy in favor of establishment of a parent and child relationship, the validity of marriage, the stability of titles to property, or the security of those who entrust themselves or their property to the administration of others.

606. The effect of a presumption affecting the burden of proof is to impose upon the party against whom it operates the burden of proof

as to the nonexistence of the presumed fact.

607. When a presumption affecting the burden of proof operates in a criminal action to establish presumptively any fact that is essential to the defendant's guilt, the presumption operates only if the facts that give rise to the presumption have been found or otherwise established beyond a reasonable doubt and, in such case, the defendant need only raise a reasonable doubt as to the existence of the presumed fact.

Regional Quality Control Board on
Central Coast Region
895 Aerovista Place
San Luis Obispo, CA 93401
Att. Michael Thomas
Assistant Executive Officer
November 15, 2006

STATE OF CALIFORNIA
CENTRAL COAST WATER BOARD
Received
NOV 15 2006
895 Aerovista Place, Ste. 101
San Luis Obispo, CA 93401-7906

Dear Mr. Thomas,

As indicated in my previous e-mails to you, my wife and I consider ourselves compliant parties with regard to the CCRWQCB's considerations regarding the wastewater issue in Los Osos. We had our septic tank pumped and inspected in May 2006, within a couple of weeks after the April 28, 2006 hearing at the Water Board in San Luis Obispo. We did not have any indication that we needed to pump our septic tank. We just did it to show our voluntary compliance.

We have been active participators in the CCRWQCB's case regarding Los Osos. We have helped our neighbors with their concerns about the Water Board's issues. We have actively shown our support for clean water in our town and desire a wastewater treatment facility as soon as possible.

We have also enlisted the help of Shaunna Sullivan to help resolve the concerns of the CCRWQCB. Ms. Sullivan has composed a settlement agreement that we believe is fair to both the Water Board and us. Because my wife and I will be out of town from Dec. 14-17, 2006 and because the Water Board has denied us a different hearing date, I have decided to sign the settlement agreement that Ms. Sullivan has composed. In light of my signing this agreement, please remove my wife's and my name from the hearing that is scheduled for Dec. 14 and 15.

Sincerely,
William R. Moylan
William R. Moylan

PLEASE ADD THESE DOCUMENTS AS ADDITIONAL EVIDENCE FOR MY WIFE AND ME.
William R. Moylan

STATE OF CALIFORNIA
CENTRAL COAST WATER BOARD
Received
NOV 1 5 2006
895 Aerovista Place, Ste. 101
San Luis Obispo, CA 93401-7906

November 1, 2006

To: Regional Water Quality Control Board Staff, Prosecution Team and Board Members

The undersigned Los Osos resident(s) and recipient(s) of CDO hearing notices for alleged discharges of waste in the prohibition zone of Los Osos are willing to sign the attached proposed Agreement. If the attached Agreement is not accepted by the Regional Water Quality Control Board, I authorize Sullivan & Associates to apply for an extension of the hearing date as needed to permit good faith negotiations for resolution of this matter. I hereby authorize Shaunna Sullivan of Sullivan & Associates, a Law Corporation, to represent me in negotiations to settle the issues by agreement in lieu of a CDO.

This authorization serves as my notice to the Regional Water Quality Control Board and its staff that Sullivan & Associates represents me and is authorized to act on my behalf with regard to all matters concerning settlement negotiations and extension requests. I/We request that all communications from the Regional Water Quality Control Board and its staff concerning the proposed enforcement action against the undersigned be directed to my attorney, Sullivan & Associates, 2238 Bayview Heights Drive, Suite C, Los Osos, California 93402.

William R. Morgan Name	1516 17th ST. LOS OSOS Address
Beverley Dewitt-Morgan Name	1516 17th St LOS OSOS 93402 Address
[illegible] Name	2248 Fresno St Los Osos CA Address
[illegible] Name	312 MAR VISTA DR. L.O. 93402 Address
[illegible] Name	2200 Fresno ST. Address

November 1, 2006

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Mary C. Mason Name	1535 17th St, Los Osos, CA 93402 Address
General E. Mason Name	1535 17th St., Los Osos, CA 93402 Address
[illegible] Name	1660-14th st Los-osos. 9340[illegible] Address
Lucienne [illegible] Name	1660-14th st Los. osos 9340 Address
Name	Address

November 1, 2006

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1001 Julie G. Miller Name	312 Mar Vista Dr. Address
1020 DUP Julie G. Miller Name	312 Mar Vista Dr. Address
Name	Address
Name	Address
Name	Address

November 1, 2006

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#1013 Carol Schuldt — 1115 15th St.

Name — Address

Name — Address

Name — Address

Name — Address

Name — Address

November 1, 2006

To: Regional Water Quality Control Board Staff, Prosecution Team and Board Members

The undersigned Los Osos resident(s) and recipient(s) of CDO hearing notices for alleged discharges of waste in the prohibition zone of Los Osos are willing to sign the attached proposed Agreement. If the attached Agreement is not accepted by the Regional Water Quality Control Board, I authorize Sullivan & Associates to apply for an extension of the hearing date as needed to permit good faith negotiations for resolution of this matter. I hereby authorize Shaunna Sullivan of Sullivan & Associates, a Law Corporation, to represent me in negotiations to settle the issues by agreement in lieu of a CDO.

This authorization serves as my notice to the Regional Water Quality Control Board and its staff that Sullivan & Associates represents me and is authorized to act on my behalf with regard to all matters concerning settlement negotiations and extension requests. I/We request that all communications from the Regional Water Quality Control Board and its staff concerning the proposed enforcement action against the undersigned be directed to my attorney, Sullivan & Associates, 2238 Bayview Heights Drive, Suite C, Los Osos, California 93402.

[redacted]	[redacted]
Name	Address
	Los Osos, CA 93412
Name	Address
[redacted]	[redacted]
Name	Address
Name	Address

November 1, 2006

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Cinthea T. Coleman	1399-14th Street
Name	Address
Sally Jaller	1546 8th St
Name	Address
Denis Jaller	1546 8th St.
Name	Address
Name	Address
Name	Address

November 1, 2006

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John A. Mortara Name	2248 INYO DR. Los Osos Address
Phyllis Mortara Name	2248 INYO DR, Los Osos Address
Name	Address
Name	Address
Name	Address

November 1, 2006

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Charles E. Wilkinson Name	1273 12th ST, Los Osos, CA 93402 Address
Norma K. Wilkerson Name	1273 12th St, Los Osos CA 93402 Address
Dorothy H. Faunbau Name	567 Ash St. Los Osos, CA 93402 Address
Name	Address
Name	Address

November 1, 2006

To: Regional Water Quality Control Board Staff, Prosecution Team and Board Members

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[redacted]	[redacted]
Name	Address
Tim Rochte	1400 17th Street
Name	Address
Name	Address
Name	Address
Name	Address

STATE OF CALIFORNIA
CENTRAL COAST WATER BOARD
Received
NOV 15 2006
895 Aerovista Place, Ste.
San Luis Obispo, CA 93401-7906

Draft for Discussion purposes only
PRIVILEGED AND CONFIDENTIAL

STATE OF CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL COAST REGION
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401

SETTLEMENT AGREEMENT TO COMPLY WITH WORK PLAN OF PREVENTATIVE AND REMEDIAL MEASURES PURSUANT TO WATER CODE § 13300

Requiring
WILLIAM R. MOYLAN
BEVERLEY A. DE WITT-MOYLAN
[OWNER NAMES]
1516 17th ST OWNER AND OCCUPANT
[SITE ADDRESS], LOS OSOS, CALIFORNIA 93402
LOS OSOS, CA. 93402 APN [redacted] 38412028
SAN LUIS OBISPO COUNTY
TO SUBMIT TO A TIME SCHEDULE, WHICH SETS FORTH THE ACTIONS THAT THE DISCHARGER WILL TAKE TO ADDRESS ACTUAL OR THREATENED DISCHARGES OF WASTE IN VIOLATION OF A BASIN PLAN PROHIBITION PRESCRIBED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL COAST REGION

This Agreement is entered into by and between WILLIAM R. MOYLAN BEVERLEY A. DE WITT-MOYLAN [OWNER NAMES], OWNER AND OCCUPANT, 1516 17th ST LOS OSOS, CA. 93402 [SITE ADDRESS], LOS OSOS, CALIFORNIA 93402, APN 38412028 hereinafter "Discharger," and the CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL COAST REGION, hereinafter "Water Board."

WHEREAS, the parties stipulate and agree to the following:

RECITALS

1. WILLIAM R. MOYLAN BEVERLEY A. DE WITT-MOYLAN [redacted] own(s) and operate(s) an on-site wastewater treatment and disposal system (Septic System) at 1516 17th ST LOS OSOS, CA. (Site) in Los Osos, California. The Site is a residence located within the prohibition area established by Resolution 83-13. The Septic System consists of a septic tank that discharges wastewater to an on-site subsurface

disposal facility. WILLIAM R. MOYLAN BEVERLEY A. MOYLAN DEWITT is/are referred to in this Order as "Discharger."

2. The Water Board contends the Site has no wastewater disposal facility other than the Septic System. Waste generated at the Site includes human waste and wastewater from toilets and from domestic activities such as bathing, laundry, dishwashing and disposal of garbage. This waste is discharged to the Septic System. The Water Board contends that liquid waste then discharges from the Septic System and eventually to ground water.

3. The Water Board's staff prosecution team has recommended enforcement actions in the form of Cease and Desist Orders pursuant to *Water Code* Section 13301 (hereinafter "CDO") be taken against the discharger, and others, randomly selected based on the requirements applicable to the Septic System set forth in the Water Quality Control Plan, Central Coast Basin (Basin Plan).

4. Discharger has entered into this Settlement Agreement with the Water Board, whereby Discharger cooperates and agrees to enter into this proposed work plan for preventative and remedial measures in lieu of a CDO or further enforcement action against Discharger. The Discharger and the Water Board are referred to collectively as "the Parties".

5. The Parties agree to waive any right to a hearing prior to execution of this Agreement, which agreement shall be binding on all Parties upon execution. The Executive Office of the Central Coast Regional Water Quality Control Board (hereinafter "Executive Officer") shall execute this document on behalf of the Water Board no less than sixty (60) days prior to conducting any evidentiary enforcement hearings concerning any Proposed CDOs against individual property owners.

6. Prior to the execution of this Agreement by any Party, this Agreement has been reviewed and approved by the Water Board and the Parties acknowledge that *Government Code* Section 11415.6 authorizes the terms of this Agreement.

7. The remedial and preventative actions set forth herein are proposed as interim measures for the protection of natural resources in the environment to be implemented and maintained by Discharger until a Community Wastewater Collection and Treatment Project is available for Dischargers hookup. Although the proposed CDOs require cessation of discharge no later than January 1, 2010 or 60 days after the availability of a Community Wastewater Collection and Treatment Plant, the Parties recognize that the Community Wastewater Project may not be complete or available for hookup by January 1, 2010.

8. The remedial actions set forth herein are being taken for the protection of natural resources and the environment and as such are exempt from the provisions of the

California Environmental Quality Act ("CEQA") (*Public Resources Code* Sections 15307, 15308, and 15321, Chapter 3, Division 6, Title 14, *California Code of Regulations*. In addition, the Septic System is an existing facility and this Agreement allows no expansion of use beyond that previously existing so the actions required herein are exempt from the provisions of CEQA (Section 15301), Chapter 3, Division 6, Title 14, *California Code of Regulations*.

9. Given the unique nature of the proposed random enforcement action against owners of the individual disposal systems, and the legislative intent pursuant to *Water Code* §13291.5 to assist private property owners with existing systems who incur costs as a result of the implementation of regulations, and the willingness of Discharger to enter into this Agreement without need for public hearing or introduction of evidence before the Water Board, the Discharger stipulates to all terms and conditions of the following proposed work plan of remedial or preventative measures set forth in this Agreement.

NOW THEREFORE, based upon this Agreement, the Parties agree and hereby stipulate to the following:

A. CESSATION OF DISCHARGE

1. Absent Water Board approval of an onsite system for discharge, Discharger shall cease all discharges from the Septic System no later than 60 days after the availability of the Discharger to discharge into a Community Wastewater Collection and Treatment System. No later than January 1, 2010, Discharger agrees to execute a statement that the Discharger agrees to (1) connect to the Community Wastewater Collection and Treatment System within 60 days after the Community Wastewater Collection and Treatment System becomes available to Discharger or (2) Discharger may provide a technical report including a proposed monitoring and reporting plan proposing an alternative method that limits or ceases discharges by the expected completion date of the Community Wastewater Collection and Treatment System. If the alternative involves a discharge of waste that could affect waters of the State, the report shall be in the form of a report of waste discharge. "Waters of the State" is defined in *Water Code* Section 13050(e). "Report of Waste Discharge" means a report that complies with *Water Code* section 13260 and if applicable, *Water Code* section 13376.

2. The foregoing compliance dates may be revised by the Executive Officer provided there is reasonable progress in constructing a Community Wastewater Collection and Treatment System. Executive Officer shall extend the due date for compliance with any interim or reporting requirements for circumstances beyond the Discharger's reasonable control. In the event that the Regional Board or the Executive Officer issues any order to the County of San Luis Obispo or the Los Osos Community Services District which includes

a time schedule for the construction and operation of a Community Wastewater Collection and Treatment System (Time Schedule Order) which is intended to serve the Site, the Executive Officer will revise the compliance dates in this Agreement to be consistent with any compliance dates in such Time Schedule Order.

3. Consideration of Discharger's compliance status as "willing and cooperative" will be taken into account prior to considering any enforcement steps. Further, a designation of "most favored status" will apply to Discharger and if any Dischargers' work plans or lead agency's TSOs are negotiated to contain more favorable conditions those same shall be applicable to and incorporated in this Stipulated Agreement.

B. INTERIM COMPLIANCE REQUIREMENTS

By three months after the date of this Agreement, the Discharger shall (1) have the contents of the Septic System pumped or certify that the Septic System has been pumped within the previous three years, and (2) obtain a report by the County of San Luis Obispo or a septic tank pumper that either describes recommended repairs to the Septic System or states that no repairs are necessary. If the Discharger disagrees with any repair recommendation, the Discharger shall provide justification to the Executive Officer no later than four months after the date of this Order explaining why the repairs are not necessary. Unless Water Board staff agrees, in writing, that any recommended repair is not necessary, the Discharger shall provide documentation no later than the first day of the next full calendar month following 180 days after the execution of this Agreement by the Executive Officer, that the Discharger has complied with these pumping, inspection and repair requirements. The Executive Officer shall extend the due date for any requirement of this Agreement for circumstances beyond the Discharger's reasonable control.

C. PROVISIONS

1. All reports, receipts, notifications and other documents the Discharger submits pursuant to this Agreement shall be accompanied by a statement from the Discharger stating: "I certify under penalty of perjury that the attached documents were prepared at my request or under my supervision, and to the best of my knowledge are true, accurate and complete. I understand that there are significant penalties for providing false or incomplete information, including the possibility of criminal fines or imprisonment."

2. If more than one person or entity is a "Discharger" subject to this Agreement, compliance by any of those persons or entities with the submission requirements of this Agreement on behalf of those Dischargers constitutes compliance by all such Dischargers. Multiple submissions are not required. However, all named Dischargers are responsible for

compliance with all requirements of this Agreement, and will be subject to enforcement for any noncompliance. Arrangements among Dischargers as to how they will comply with the Agreement's requirements are not binding on the Water Board and do not protect any Discharger from enforcement actions.

3. Discharger shall inform any subsequent owner or occupant at the Site of this Agreement and provide a copy of this Agreement. For the purposes of this Agreement, the Discharger understands that he or she is liable for the use of the Septic System, while the Discharger owns the Site, including but not limited to use of the Septic System by any tenant or any other person occupying the site absent an intentional act of a third party, the effects of which third party actions could not have been prevented or avoided by the exercise of due care or foresight, pursuant to *Water Code* section 13350(c)(4).

4. The Discharger, if a property owner, shall notify the Water Board in writing of any transfer of ownership within 30 days following close of escrow or transfer of record title.

D. NOTIFICATIONS

All written submissions and notifications shall be provided to the parties as follows:

For the Water Board:

For Los Osos Water Board Team:

Any Party may change the designee or address for notifications but no such change is effective until it is actually received by the party sought to be charged with its contents.

E. MODIFICATIONS

This Agreement may be modified only upon written consent by the Parties hereto.

In the event that the Water Board enters into a subsequent agreement with any Discharger in the prohibition zone which is set forth on the Prohibition Boundary Map, Attachment A of Central Coast Water Board Resolution No. 83-13, *Revision and Amendment of Water Quality Control Plan by the Addition of a Prohibition of Waste Discharge from Individual Sewage Disposal Systems Within the Los Osos/Baywood Park Area, San Luis Obispo County* which contains terms which are materially different from those in this Agreement and which may be applicable to the Site or Discharger, the Water Board shall notify the Discharger of such changed terms. The Discharger may request that

this Agreement be amended to include those terms, and upon such written request, the Water Board staff shall make those modifications and submit them for execution by the Executive Officer as a modification of the Agreement. This paragraph does not apply to terms in any subsequent agreement which are based on any unique personal circumstances applicable to the other Discharger.

F. REMEDIES FOR FAILURE TO COMPLY

This Agreement is entered into amongst the Parties voluntarily, pursuant to *Government Code* section 11415.60 and *California Water Code* section 13300. The Parties acknowledge that breach of this Agreement may result in formal enforcement actions by the Water Board, including but not limited to orders issued by the Executive Officer pursuant to *California Water Code* sections 13304 and 13350 and civil liability on a daily basis of up to $5,000 against the Discharger for each day a violation occurs. If, in the opinion of the Executive Officer, the Discharger fails to comply with any provision of this Agreement, then the Executive Officer may also apply to the Attorney General for judicial enforcement. The Parties agree that neither party is waiving any rights or defenses that they may have with regard to any future enforcement actions, penalties or any enforcement under the terms of this Agreement.

In taking or recommending any action to enforce the terms of this Agreement or in taking any action with regard to the enforcement of the Basin Plan Prohibition, the Water Board agrees that it will consider the cooperation of the Discharger in entering into this Agreement, as compared with any other discharger who has been issued a Cease and Desist Order or any adjudicated order, or who is recalcitrant or non-cooperative, as a factor in such action including the timing of such action, and the amount of any liability that should be imposed through such enforcement action. Other than such actions that may be required to respond to exigent circumstances requiring immediate emergency action, prior to the initiation of any formal action to enforce this Agreement or the Basin Plan Prohibition against the Discharger, the Water Board agrees that it will meet and confer with the Discharger or a group of other settling dischargers regarding such action, and the Parties will negotiate in good faith to try and resolve any proposed enforcement action. No negotiated resolution of any enforcement action is required or guaranteed by this provision.

The failure of the Water Board to enforce any provision of this Agreement shall neither be deemed a waiver of such provision nor in any way affect the validity of this Agreement. The failure of the Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of the Agreement or the Basin Plan. Nor oral advice, guidance, or suggestions or comments by employees or officials of any Party regarding matters covered by this Agreement shall be construed to relieve any Party

of its obligations required by this Agreement.

G. TERMINATION OF AGREEMENT

This Agreement shall terminate when the Discharger connects the Site to a Community Wastewater Collection and Treatment System, or otherwise permanently ceases all discharges from the Septic System or is no longer the owner of the Site provided the Discharger has complied with paragraphs C3 and C4, above.

H. AUTHORITY TO ENTER AGREEMENT

Each signatory to this Agreement certified that he or she is fully authorized by the Party that he or she presents to enter into this Agreement, and to execute it on behalf of the Party represented and to legally bind that party. Within not less than 60 days of transfer of title, the Water Board will allow the Discharges, successors or assigns an opportunity to enter into this Agreement.

I. COUNTERPART SIGNATURES

This Agreement may be executed by the Parties in counterpart, and when a copy is signed by the authorized representative of each Party, the Agreement shall be effective as if a single document were signed by all Parties.

I, Harvey C. Packard, Division Chief, do hereby certify the foregoing is a full, true, and correct copy of this Settlement Agreement to Comply with the Work Plan of Preventative and Remedial Measures Pursuant to *Water Code* Section 13300, adopted by the California Regional Water Quality Control Board, Central Coast Region, on _____, 2006.

_____
Division Chief

IT IS SO AGREED:

William R. Moylan (DATED NOV. 15, 2006)
_____
Discharger

_____
Harvey C. Packard
On behalf of the Water Board

IT IS SO ORDERED:

Executive Officer Central Coast Water Quality Control Board	Date

Z:\Clientaj\CSD 45\Proposed Order CRWQCB revised 110706.wpd

From: "MOYLANS" <bmoylan@charter.net>
To: "Reed Sato" <rsato@waterboards.ca.gov>, "Harvey Packard" <hpackard@waterboards.ca.gov>, "Michael Thomas" <mthomas@waterboards.ca.gov>, "J Richards" <jrichards@waterboards.ca.gov>
Date: 11/15/2006 4:46:08 PM
Subject: additional evidence

Dear Board Members,

On a final note I would like to enter into the record for additional evidence that I am not guilty of any wrongdoing concerning my septic system. It was permitted by the county, which, I believe, still has the MOU with the CCRWQCB on septic systems in Los Osos. I believe that my wife and I have been good citizens of the county concerning pollution of any kind.

I request that once the CCRWQCB has definitive scientific evidence on my individual property than they would have a legitimate concern.

I want to enter for the record the attachements and reserve my right to use any part or all parts in my defense.

I also want to say that the hard copies of documents that I submitted today with a cover letter addressed to Mr. Michael Thomas, the settlement agreement that I signed, and the authorization forms that have my signature and many others are to be entered into my evidence.

Last Name	First	Location/address
Achadjian	Katcho	San Luis Obispo, California
Alexander	Dr.John	Cayucos, California
Allbright	Joyce	Los Osos, California
Asquith	Don	Los Osos, California
Baggett Jr.	Arthur G	Sacramento, California
Barrow	Al	Los Osos, California
Batson	Curt	San Luis Obispo, California
Beardwood	Jack	Bay News
Beavers	Alan	Los Osos, California
Beeton	John	San Luis Obispo, California
Berman	Dan	Morro Bay, California
Bhuta	Dr. Pravin	Los Osos, California
Bhuta	Lila	Los Osos, California
Bhuta	Mary	Los Osos, California
Bianchi	Shirley	San Luis Obispo, California
Biggs	Julie	Los Osos, California
Blakeslee	Sam	San Luis Obispo, California
Bleskey	Dan	Los Osos, California
Boddeker	George	Los Osos, California
Bowker	Leslie S	Los Osos, California
Brady	John	Los Osos, California
Braverman	Dan	Los Osos, California
Brentnall	Peter	Los Altos, California
Brewer	Peter	Morro Bay, California
Briggs	Roger	
Broadwater	David	
Buel	Bruce	Los Osos, California
Calhoun	Ann	Los Osos, California
Cantu	Celeste	Sacramento, California
Capps	Lois	San Luis Obispo, California
Carruthers	Ralph	Los Osos, California
Cesena	Chuck	Los Osos, California
Chipping	David	Los Osos, California
Christie	Andrew	San Luis Obispo, California
Christie	Sarah	San Luis Obispo, California
Clary	Steve	
Cleath	Timothy	San Luis Obispo, California
Congalton	Dave	Santa Maria, California
Coy	Bill	Cayucos, California
Crawford	Ron	Santa Margarita, California
Crizer	Bob	Los Osos, California
Cunningham	Frank	Morro Bay, California
Daniels	Bruce	
Doduc	Tam M	Sacramento, California
Douglas	Peter	Santa Cruz, California
Edge	David	San Luis Obispo, California
Edwards	Jeff	Los Osos, California
Evoy	Barbara	Sacramento, California
Falkner	Margaret	Los Osos, California

Foster	Tad	
Fouche	John	Los Osos, California
Fouche	John	
Fredricks	Sharon	Los Osos, California
Freiler	Frank	Los Osos, California
Gaglione	Rosie	San Luis Obispo, California
Garcia	Percy	Atascadero, California
Gayman	Mary	
Gibson	Bruce	San Luis Obispo, California
Gibson	George	San Luis Obispo, California
Girvin	Les	Los Osos, California
Godfrey	Jim	Los Osos, California
Greening	Eric	Atas.
Gregory	Jerry	Los Osos, California
Grimm	Gary	Berkeley, California
Grob	Michael	Sacramento, California
Gustafson	Stan	Los Osos, California
Haas	Greg	
Hall	John	
Harper	Jan	Los Osos, California
Harris	Spencer	San Luis Obispo, California
	Wesley	
Hatch & Parent	Strickland	hatch and parent law firm
Hawley	Cinthea	Cambria, California
Hayashi	John	San Luis Obispo, California
Heatherington	Pam	Atascadero, California
Hensley	Gordon	Los Osos, California
Hilton	Douglas	Superior Court
Hollis	Thomas	Los Osos, California
Hood	Paul	San Luis Obispo, California
Hornaday	Jeff	Arroyo Grande
Hunter	Jack	Los Osos
Hunter	Monica	San Luis Obispo, California
Hyatt	Abraham	San Luis Obispo, California
Hyland	Steve	MWH engineering
Iseman	Toni	Laguna Beach, California
Isler	Chris	Los Osos, California
Jefferies	Russell M	San Luis Obispo, California
Jones	Michael	1387 9th St.
Karner	Gary	Los Osos, California
Karner-Nash	Pandora	Los Osos, California
Katz	Richard	Sacramento, California
Keman	Toni	Santa Cruz, California
King	Noel	San Luis Obispo, California
Kitamura	Ann	Morro Bay, California
Kitts	Christopher	Los Osos, California
Kreissel	Jim	
Lauffer	Michael	Sacramento, California
Laurant	Bud	
Legros	Richard	Los Osos, California
Lenthall	Jerry	San Luis Obispo, California
Lesinski	Cheryl	Los Osos, California

Leslie	Carroll	Los Osos, California
Lloyd	Alan	
Lombardo	Pio	Lombardo and Associates - MA and CA
Margetson	Richard	Los Osos, California
Mc Pherson	Gail	Los Osos, California
McClendon	John	
McGovern	Cheryl	San Francisco, California
McNulty	Tim	
Milanes	George	Los Osos, California
Miller	Michael	1205 Bayoaks Dr.
Miller	Rob	Los Osos, California
Monowitz	Steve	Santa Cruz, California
Moore	Tim	Risk Sciences
Morem	Bill	Los Osos, California
Morgan	Warren	Los Osos, California
Murphy	Tom	
Nyznyk	Rick	Ventura, California
Ochs	Ed	Los Osos, California
Ogren	Paavo	San Luis Obispo, California
Okun	Lori	Sacramento, California
Oneil/Brown	Kerry	San Luis Obispo, California
Onstot	Steve	bws
Orton	Nancy	San Luis Obispo, California
Ovitt	Harry	San Luis Obispo, California
Owen	Linde	Los Osos, California
Packard	Harvey	San Luis Obispo, California
Paige	Steve	Los Osos, California
Parker	Deborah	Cambria, California
Patterson	James R	San Luis Obispo, California
Pavek	Debra	Los Osos, California
Payne	Antonitte	
Pedago	Madeline	Los Osos, California
Peters	Laura	SWRCB
Petersen	Ted	Los Osos, California
Piersen	Wayne	SWRCB
Piquet	Roger	Superior Court
Polhemus	Darren	Sacramento, California
Press	Daniel M	San Luis Obispo, California
Rabenalt	Bill	Shell Beach, California
Racano	Joey	Los Osos, California
Reilly	Mike	Santa Cruz, California
Riao	Larry	Los Osos, California
Ripley	Dana	Pleasanton, California
Risch	Norman	1665 10th St.
Robertson	Christine	State Assemblyan's office
Robertson	Christine	
Ruehr	Dr. Thomas	Los Osos, California
Sanford	Budd	Los Osos, California

Sarmiento	Leo	SWRCB
Sawyer	Steven	Los Osos, California
Schicker	Lisa	1543 8th St.
Schroder	Mary Ellen	
Schwarzenegger	Arnold	Sacramento, California
Secundy	Gerald D	Sacramento, California
Seitz	Jon	San Luis Obispo, California
Senet	Steve	1850 Ferell Ave.
Shallcross	Gary C	San Luis Obispo, California
Sheaffer	Jack	Sheaffer International Engineering
Shipe	Rob	
SLO County	Env Health	San Luis Obispo, California
Solomon	Clement	National Onsite Demonstration
Souza	Curt	Dept Health Service
Sprague	Stanley	Sprague Consultants
Stark	Bob	Los Osos, California
Stillman	Glenn	Alaska Petroleum Environmental Engineering, Inc.
Strauss	Alexxis	EPA Region 9
Sullivan	Shawna	Los Osos, California
Swanson	Keith	Los Osos, California
Tacker	Julie	1188 4th St.
Tangemam		San Luis Obispo, California
Tarnotsky	Lou	Los Osos, California
Thomas	Michael	San Luis Obispo, California
Thompson	Matt	San Luis Obispo, California
Thompson	Todd	Sacramento, California
Tkach	James	1768 8th St.
Tolle	Barry	
Vandersloot	Jan	Orange County, California
Vanhuizen	David	P.E.
Vega	Karen	
Vick	Judy	1238 3rd St.
Walsh	Jerri	Los Osos, California
Wan	Sara	725 Front St #300 Santa Cruz 95060
Watkins	Faith	Los Osos, California
Watterworth	Hank	Los Osos, California
Welton	Nathan	Telegram Tribune Newspaper
Wickham	James D	NERL, RTP, NC 27711
Wilcox	Gail	San Luis Obispo, California
Woods	Sandi	Los Osos, California
Wulkan	Mike	San Luis Obispo, California
Young	Jeffery S	San Luis Obispo, California
Ysui	Mark	
Zimmer	Jana	Santa Barbara

Affiliation/issue

SLOCO BoS
Expert-Wastewater
TaxpayerWatch
geologist
SWRCB
CASE
SLOCO Environ Health
Wastewater Reporter

SLOCO Public Works
Director, MBNEP
LOTTF advisor
LOTTF advisor
Concerned Citizen LO
SLOCO BoS
CSD Attorney
State Assemblyman
CSD General Manager
citizen researcher
RWQCB
Golden State Water
csd volunteer
Author
SSMP researcher
Witness/prosecutor
SLOCO
CSD Past
Media- Bay News
SWRCB
US Congresswoman
Appraiser
CSD Board, LOTTF
geologist, CNPS, LOCSD
committee member
Sierra Club
SLOCO Planning
Mont. Watson Harza
Cleath & Assoc.
Radio Host,
SLOCO Past
Historian
TaxpayerWatch
Prior LOCSD engineer
RWQCB Past
SWRCB
Coastal Commision
SLOCO
Developer
SWRCB
CSD Staff

Attorney
CSD Board, LOTTF
LOCSD director
TaxpayerWatch
CSD Past Pres
SLOCO Public Utilities
RWQB Doc 27 &28
Sewer expert
New BOS
SLOCO Public Works
MBWWTP
TaxpayerWatch
Env. Activist
TaxpayerWatch
CSD Attorney
Pacific Legal Foundation
CSD Past

wastewater expert
CSD Staff
Cleath & Assoc.

Golden State Water
Parker & Hawley Attrn
RWQCB
ECOSLO
CSD Past
judge

LAFCO
former new times reporter
LOTTF
RWQCB
Media
Mont. Watson Harza
Coastal Commision
TaxpayerWatch
RWQCB

TaxpayerWatch
CSD Past Tax W
SWRCB
Coastal Commision
SLOCO Public Works
MBNEP
Cal Poly
US EPA (ret)
SWRCB Attorney
SLOCO BoS Past

SLOCO BoS
MBNEP

Volumes of Pleasure
Cal EPA
Wastwater engineer
Concerned Citizen LO
LOTTF, LOCSD
Wastewater Comm

US EPA Region 9
SLOCO
CSD Staff
CCLO
Wallace & Assoc
Coastal Commision
Wastewater and regulatory
expert
Media
Golden State Water

onsite wastewater systems

The Rock Newspaper
SLOCO Public Works
SWRCB
SLOCO Planning
locsd attorney
SLOCO Planning
SLOCO BoS
CCLO - LOCAC
RWQCB
Sustainable Designer
Parker & Hawley Attrn
SLOCO BoS
LOTA

TaxpayerWatch
P.E.

SWRCB
judge
SWRCB
RWQCB
Media
Concerned Citizen LO
Coastal Commision
wastwater expert
Ripley Pacific Co

SWRCB negotiations

LOTTF/Cal Poly

SRF Loan admininstrator
CCLO
CSD Board, LOTTF
advisor

citizen contact and CPR
report
SWRCB
CSD Past
CSD Board, LOTTF
RWQCB
Author

current septic tank
oversight
wastewater expert
Ventura County
wastewater expert
engineer

water professional
MBNEP
CCLO
CSD Board
judge
TaxpayerWatch
RWQCB
RWQCB
P.E., Program Manager
LOTTF, LOCSD
Wastewater Comm

Ocean Outfall water expert
wastewater engineer and
expert
CSD Staff

Concerned Citizen LO
Coastal Commision
CSD Staff
citizen, developer
tt reporter
US EPA
SLOCO
CSD Staff
SLOCO Planning
RWQCB
Mont. Watson Harza
CSD Past

Exhibit B
Designated Parties Master List Submitted 11/15/2006

	Documentary Evidence	Doc Date	ID (CDO-CSD)
848.	LOCSD Resolution to support interim compliance plan –Voluntary compliance with CCRWQCB Enforcement for PZ.	10/5/06	141.
849.	Press release from Blakeslee-Gov signs AB 2701	9/20/06	142.
850.	O&A Ripley Pacific Project Report	9/06	143.
851.	Town hall meeting-Video, PDF copy PPT presentation mms://www.slo-span.org/Video_Files/LOCSD/LOCSD_06-08-04/LOCSD_06-08-04.wmv	8/4/06	144.
852.	Orenco Collection system –Turn key options –saving time & cost/ comparisons. http://www.losososcsd.org/pdf/LOCSD%20Presentation%20101906.pdf	10/19/06	145.
853.	Draft Report Update Ripley Pacific http://www.losososcsd.org/pdf/Ripley_Drft_Rpt_Update_072806.pdf	7/28/06	146.
854.	Spalding Report		147.
855.	Civil Subpoena -Gregory		148.
856.	Civil Subpoena-Karner		149.
857.	SLO Co PW Staff Report/Project Implementation		150.
858.	Assessment of Multiple Benefits of Integrated Water- Energy Eficiency Ca Institute for Energy Efficiency http://www.losososcsd.org/pdf/Wilkinson_Energy_Intensity_CA_Water.pdf	I	151.
859.	LOCSD Meet CDO w/ Voluntary compliance http://www.losososcsd.org/pdf/Resolution_2006-27.pdf	10/6/06	152.
860.	Energy down the drain-NRDC Pacific Institute Oakland CA http://www.losososcsd.org/pdf/Energy_Down_the_Drain.pdf	8/04	153.
861.	Conservation History		154.
862.	Hearing Regulations Title 23. Div 3 General provisions 648 –Definitions		155.
863.	Composting Toilets Rhian To Matt Thompson.Response to email RE: alternatives to discharge.		156.
864.	Upper Aquifer water mgmt plan		157.
865.	Blank		158.
866.	Exparte Issue Sept 8 transcription of tape	9/10/06	159.
867.	Tim Rochte How to submit evidence	2/1/06	160.

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Designated Parties Master List Submitted 11/15/2006

	Documentary Evidence	Doc Date	ID (CDO-CSD)
868.	Telephone notes-Mary Ellen	2/23/06	161.
869.	Complaint against Roger Briggs-Bud Sanford	1/1/06	162.
870.	Overview info Rob Shipe efforts for public education	2/06	163.
871.	Ron Shipe Extension request	9/5/06	164.
872.	10/4/06 Deposition by Rob Shipe of Roger Briggs (video/CD transcript ordered)	1/18/05	165.
873.	April 5, 2005 Revised Appendix A	4/5/05	166.
874.	Effect of CSD Bankruptcy on Individual CDOs	7/21/06	167.
875.	Bear Pride Newsletter	4/06	168.
876.	Blakeslee Letter/Resolution	6/9/06	169.
877.	County's Response to LAFCO	5/12/06	170.
878.	Draft Revised Revenue Plan tables based on awarded bids	2/05	171.
879.	NRDC – Energy Down the Drain	8/04	172.
880.	SLO County Estero Area Plan	11/02	173.
881.	SWQCB Ex Parte Communications	7/25/06	174.
882.	LOCSD Wastewater Treatment Facility Final EIR	3/1/01	175.
883.	Final Waste Discharge Requirements - Order No. R3-2003-007	2/7/03	176.
884.	Ground Water Management Plan for the LO Valley Basin	7/05	177.
885.	CCRWQCB Hearing Transcripts	4/28/06	178.
886.	CCRWQCB Hearings – Dr. Wickham - Septic		178.
887.	RWQCB Staff Memo enforcement team	1/18/06	179.
888.	LAFCO Letter Re: Collaborative Options	5/12/06	180.
889.	LOCSD Amended Engineer's Report	6/28/01	181.
890.	LOCSD Disposition of Harvest Water	6/11/04	182.
891.	LOCSD Geotechnical Report Vol.1	3/9/04	183.
892.	LOCSD Geotechnical Report Vol.2	3/29/04	184.
893.	LOCSD Nitrate Monitoring Program, Ground Water Mon	4/05	185.
894.	LOCSD Nitrate Monitoring Program, Ground Water M	10/05	186.
895.	LOCSD Payment Evaluation	1/28/05	187.
896.	LOCSD Report Addendum and Response to Comments Cleath & Assoc	6/04	188.

Exhibit B
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	Documentary Evidence	Doc Date	ID (CDO-CSD)
897.	LOCSD Revised Project Report Design Documents	3/24/03	189.
898.	LOCSD Simulated Effects of a Proposed Sewer Project	11/6/03	190.
899.	LOCSD Value Engineering Report	5/8/03	191.
900.	LOCSD Wastewater Revenue Program	11/04	192.
901.	LOCSDACLPresJan06	1/06	193.
902.	Los Osos CSD document list	11/05	194.
903.	Memo BP Amendment Res.83-13	9/27/83	195.
904.	MOU_SLO	12/78	196.
905.	RWQCB Notice_Proposed_Settlement	11/06	197.
906.	Objection to Individual Requests for Designated Party Status	2/21/06	198.
907.	OCR Text_Wastewater Facilities Final Project Report	3/7/01	199.
908.	OSWT_Tech_Preservation_of_Ag_Lands_Report_-_CSU-Chico	1/03	200.
909.	request Blakeslee assistance 2006-06	3/06	201.
910.	Res. 83-12 Consideration of Amendment	9/16/83	202.
911.	Res.84-13	1/24/84	203.
912.	Resolution_2006-27	10/5/06	204.
913.	Response_to_May12_2006_LAFCO_Letter	5/26/06	205.
914.	Ripley_LOWWUpdate_Prsntn_080406	8/4/06	206.
915.	rs2005-0083 Attachment A		207.
916.	Sato-Response to questions-Presentation	6/19/06	208
917.	Sato-Response to questions	7/20/06	209.
918.	Sea Water Intrusion Report	10/05	210.
919.	StaffReportSept06	8/29/06	211.
920.	SW Intrusion Fina lGrant	10/05	212.
921.	tacker.ltr12 Records Request	10/13/05	213.
922.	Wastewater Facilities Final Project Report	3/7/05	214.
923.	Water Master plan	7/05	215.
924.	Wilkinson Energy_Intensity_CA_Water	1/00	216.
925.	Blank		

Exhibit B
Designated Parties Master List Submitted 11/15/2006

	Documentary Evidence	Doc Date	ID (CDO-CSD)
926.	LOCSD -RWQCB Quarterly Rpt, Blesky	4/13/06	218.
927.	Tribune (Nathan Welton) Public Records Request –2005 Blakeslee compromise failure	12/06	219.
928.	Fax to Art Baggett to freeze ISA and contracts	5/14/05	220.
929.	Lawsuits filed CCLO v LOCSD Challenge funding approval vote	5/24/05	221.
930.	Letter w/ election results to Monowitz from Schicker RE: CDP	4/11/05	222.
931.	Letter to SWRCB Baggett from McPherson RE: SRF Loan-Pending recall & lawsuits	1/14/05	223.
932.	Letter From BWS to Gustafson & CSD RE: Bids-H& SC 5470 4/5 approval required for assessing fees	4/07/05	224.
933.	Voter Initiative –Measure B	3/05	225.
934.	Email John Fouche & Darrin Polhemus SWRCB SRF Loan-RE phone call Affordability criteria response	12/21/04	226.
935.	Friendly words Quotes from PRR for individual fines (Confirmed text)	NA	227.
936.	BOS –Bianchi opposes compromise solution	10/20/05	228.
937.	Simulated Effects of a Proposed Sewer Project on Nitrogen Concentrations in the LO Valley Groundwater Basin-Key conclusions/recommendations	11/03	229.
938.	Cal Cities Feedback request from LOCSD w/ attached Hydro geologic information Kennedy-Jenks report	11/2/00	230.
939.	County website –failing septic systems	12/12/05	231.
940.	Affidavit of R. Glenn Stillman-PZ boundaries etc.	8/21/01	232.
941.	Response to 3/17/06 request for low income assistance –CDO w/response	4/28/06	233.
942.	3 years addresses for septic compliance w/pumping & inspection for homes sold in LO.	NA	234.
943.	Workshop doc, MOU, and 83-13 draft plus 19.20.224comm sewage disposal systems building code	1978-1983	235.
944.	Original assessment ballot package –formation of an assessment district	5/4/01	236.
945.	LOCSD SSMP onsite inspection forms	5/2/06	237.
946.	Declaration of Mary Ellen Schroeder-Matt Thompson/Harvy Packard	3/24/06	238.
947.	Assemblyman Chuck De Vore –Human events article-Unchecked Power	4/25/06	239.
948.	Memo re legal notice for payment of assessment	7/9/01	240.
949.	Residential disclosure CDO	5/03	241.
950.	Regulatory taking and inverse condemnation explained, Stuart Lieberman	9/28/00	242.
951.	Armstrong v United States	na	243.
952.	Regulatory takings after Lucas, Henry N Butler	5/9/06	244.

Exhibit B
Designated Parties Master List Submitted 11/15/2006

	Documentary Evidence	Doc Date	ID (CDO-CSD)
953.	Notice of Chairman's ruling regarding subpoena documents submitted on Oct 4	10/16/06	245.
954.	Objections/Motion to quash notice of taking deposition and deposition subpoenas	10/10/06	246.
955.	Declaration of Reed Sato in support of objections/motion to quash subpoenas and deposition notice and opposition to petition	10/10/06	247.
956.	Settlement Agreement w/sign page	11/1/06	248.
957.	RWQCB Briggs to Leonard Jones	12/14/84	249.
958.	Jerry Gregory To RWQCB Guidance for granting exemptions		250.

From: "MOYLANS" <bmoylan@charter.net>
To: "Michael Thomas" <mthomas@waterboards.ca.gov>
Date: Wednesday, November 15, 2006 4:45:13 PM
Subject: Fw: settlement agreement

Mr. Michael Thomas,

Please enter this communication concerning and including my signed settlement agreement into my evidence.

Sincerely,
William R. Moylan
----- Original Message -----
From: Michael Thomas
To: bmoylan@charter.net ; Harvey Packard ; John Richards ; Reed Sato
Sent: Wednesday, November 15, 2006 9:37 AM
Subject: Re: settlement agreement

Mr. Moylan:

As a member of the Advisory Team, I cannot discuss or consider any settlement agreement. Any potential settlement would be between individuals named in the draft Cease and Desist Orders and the Prosecution Team. If you or other individuals agree to a proposed settlement with the Prosecution Team, the Water Board itself may, at their discretion, consider the proposed agreement. The fact that you have signed and submitted a proposed settlement agreement drafted by your attorney has no bearing on the December 14-15 hearing, and I cannot remove you and Mrs. DeWitt-Moylan from the hearing process. I can only suggest that you discuss this issue with the Prosecution Team.
Thank you
Michael Thomas

>>> "MOYLANS" <bmoylan@charter.net> 11/15/2006 9:04 AM >>>

Regional Quality Control Board on

Central Coast Region

895 Aerovista Place

San Luis Obispo, CA 93401

Att. Michael Thomas

Assistant Executive Officer

November 15, 2006

Dear Mr. Thomas,

As indicated in my previous e-mails to you, my wife and I consider ourselves compliant parties with regard to the CCRWQCB's considerations regarding the wastewater issue in Los Osos. We had our septic tank pumped and inspected in May 2006, within a couple of weeks after the April 28, 2006 hearing at the Water

Board in San Luis Obispo. We did not have any indication that we needed to pump our septic tank. We just did it to show our voluntary compliance.

We have been active participators in the CCRWQCB's case regarding Los Osos. We have helped our neighbors with their concerns about the Water Board's issues. We have actively shown our support for clean water in our town and desire a wastewater treatment facility as soon as possible.

We have also enlisted the help of Shaunna Sullivan to help resolve the concerns of the CCRWQCB. Ms. Sullivan has composed a settlement agreement that we believe is fair to both the Water Board and us. Because my wife and I will be out of town from Dec. 14-17, 2006 and because the Water Board has denied us a different hearing date, I have decided to sign the settlement agreement that Ms. Sullivan has composed. In light of my signing this agreement, please remove my wife's and my name from the hearing that is scheduled for Dec. 14 and 15.

Sincerely,

William R. Moylan