Friday, November 17, 2006

Michael Thomas
Assistant Executive Officer
Central Coast RWQCB
895 Areovista Place, Ste 101

RE: Response to Proposed Cease and Desist Order

Dear Mr. Thomas:

Mine and many of our neighbors' septic tanks have been pumped and certified as properly operable in the last months. We and many of our neighbors are willing to support the sewer construction and assess payments as portrayed in the written agreement drafted by the PZLDF attorney. We are compliant. A CDO is a misapplied action, according to the Water Board Enforcement Procedural guidelines ,A CDO is the strongest Enforcement Measure the Water Board has and should not be applied as the first measure. It should not be applied to individual polluters. It is meant for large factory or industrial and commercial polluters I am very concerned that my rights to due process, self incrimination and property rights may be violated through the enforcement actions proposed against us.

I oppose the change in procedure that tenants are referred to as interested parties rather than designated parties and therefore do not have the same defense rights. My husband Bruce Payne and I live at the property in question since 2003 when we purchased it. We put title in my name yet both he and I are defending ourselves in this matter whether you describe him as a tenant in his own property, he is a designated party just as I am.

We are not guilty of the violations as accused, and our septic system is legally authorized and permitted by the County of San Luis Obispo, and properly operated. We have pumped and inspected our septic tank within the last 3 months. Written documentation is included herein.

We have not been presented with individual evidence of pollution by our property. Further as the definition of a discharger is based on the meaning within the water code, and as such We object to CDO being proposed against us individually when the responsibility rests with regulated and permitted agencies such as the County and Los Osos Community Services District

Although we are being tried as individuals and will be sentenced and fined as individuals, we have been denied an individual hearing before the board who will determine our fate, and will only be given about 15 minutes to convince the hearing

board not to devalue our property through its decision for a CDO. Our particular property was vacant for many years before we bought it, this is an individual circumstance that should be weighed in determining ground water pollution. We understand the objection based on bias by the LOCSD and join in their objections as contained in their October letter. We believe any appeal is to a parent water board (SWRCB) that is similarly biased.

We request a waiver on discharge requirements like the one issued to Morro Bay/Cayucos. The Morro Bay/Cayucos Wastewater treatment facility is discharging into the ocean. Water Board staff believes they are below legal limits and this is a political issue, not a scientific one. Environmental groups disagree stating that they have been polluting above the minimum standards for 30 years (above the Federal Clean Water Act standards).Water board staff recommends allowing them 10 years to fix a 30 yr problem. We request the same time to fix the problem on our residence.

The process to find us "guilty" and impose enforcement results based on the Hearing board chairman's request for individuals to be prosecuted after the water board's inability to gain satisfaction with $11 million in fines in the administrative civil liability against the Los Osos CSD in January 2006. The record holds numerous references to the need to overturn "measure B vote", "need to change the will of the community", to "wake up the voters", and to otherwise influence future votes and teach the citizens a lesson. This occurred after the Los Osos CSD stopped the mid town sewer project. We did not stop that project, and should not be singled out as na example and prosecuted for the actions of the Los Osos CSD or voters in the community.

As we were preparing for the hearing, we learned that the lack of access or "discovery" for reports and key witnesses, which is the basis for the charges. The new case was posted September 8, and documents were not made available timely. We were denied a deposition of prosecutor Roger Briggs.

We recognize that Mr. Briggs is the author and architect of the enforcement, the basin plan, and all the supporting evidence is connected directly to him. It is essential he is subpoenaed and appear before us and others to have a chance at a fair hearing.

In preparing for defense, we are submitting the following referenced documents as part of our defense:

1).Antoinette Gray-Payne letter to Lori Okun & Philip G Wyels regarding the April 28th,2006 CCRWQCB Hearing

2).Exhibit A

3) Exhibit B

4) The witness list

5) All arguments presented by all Designated Parties both written and in their 15 minute defenses.

6) All arguments presented by the LOCSD

7) July 21, 2006 letter to Michael Thomas from Steven Onstot

8) Oct 12th, 2006 letter to Michael Thomas from Gregory M. Murphy

9) All defense documents submitted by Bruce Payne and Antoinette Payne in previously scheduled hearings for the CCRWQCB including the Wade Brim Report and the Glen Stillman affidavit with exhibits.

As a real estate professional I must point out that the CDO has the potential of resulting in regulatory takings, by lowering property values, create an economic disadvantage to home businesses, and could eventually result in a condemnation of our homes. I believe that the water board has been unfair in its application of the enforcement policy, the random selection of 45 targeted individuals, and that businesses were not targeted. Many have counted on timely hearings, and after nearly a year of wrangling, the water board chairman promised hearings before the school year started. Some are unavailable for the new hearing dates, and have been denied rescheduling because the prosecution wants en-mass hearings.

Most recently there have been many changed conditions in Los Osos that the water board relied upon to justify enforcement. The lack of a project in sight, dissolution, no funding, no plan, no process to deliver a project, lack of will by the community for compliance, no implementation plan, etc. Since those findings "reasonable progress" has been made toward a project considering the short time frame. The prosecutions' lack of consideration of changed conditions since the CDO was conceived over a year ago should be reviewed and the enforcement reconsidered.

Changed conditions: Water conservation implemented Water management plan - resource level 3 requested,(reduces water discharged) upper aquifer supply study, (to utilize high water and increase depth to groundwater) The reapplication for SRF loan and County involved with implementation plan-timeline and major milestones identified and Los Osos CSD completed the alternative report and facility plan (Ripley Report) (July) AB2701 provides funding and capacity for project completion No dissolution-debt reorganization chapter 9 protection(Aug) Governor signs AB 2701 (Sept) CSD resolution to support and encourage compliance with RWQCB CDO conditions(Oct) cooperative efforts of all agencies to arrive at a negotiated settlement (ongoing)cooperative dischargers demonstrated with hundreds of septic tanks pumped-with records submitted. (to date) willingness to support & connect to sewer in the assessment payments paid-and extended in a written agreement (Oct).

Last the recent election with incumbents-affirms out of town sustainable project direction.

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We are facing your long and arduous enforcement process because of the government agencies (at all levels) failed to succeed in delivering a wastewater solution to Los Osos. As taxpayers, who pay the salaries and costs for the very services ,to deliver a wastewater project, committed through sewer the assessment to connect to a sewer, has done all we are able to do as individuals. Yet ironically, we are also burdened to pay for the enforcement against us through our taxes. We are willing to participate in an equitable settlement and have made this commitment to your staff through PZLDF.

Last, we request that if in our hearing, we are unable to fully express ourselves or if we freeze up and are unable to perform in this setting, that you allow assistance. This is the job of an attorney-and we may not be able to afford one. We request that you to allow citizens who face this trial together to help one another.

We ask that you reconsider enforcement and look to notification and voluntary compliance by individuals, and work with lead agencies for developing plans and schedules that will assure Los Osos solves the issues we are all concerned about.

Very Sincerely Yours,

Bruce and Antoinette Payne

1061 Green Oaks Dr

Los Osos, Ca 93402

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.

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Antoinette Payne Name	Nov 3, 2006 Address
Name	Address
Name	Address
Name	Address
Name	Address

November 1, 2006

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William R. Moyle Name	1516 17th ST. Los Osos Address
Beverley DeWitt Moyle 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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Name	Address
Mary C. Mason	1535 17th St, Los Osos, CA 93402
General E. Mason	1535 17th St., Los Osos, CA 93402
[illegible]	1660-14th st Los-osos. 93
Lucienne [illegible]	1660-14 Th st Los. osos 9

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 Schulder	1115 15th St.
Name	Address
Name	Address
Name	Address
Name	Address

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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	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
Designated Parties Master List Submitted 11/15/2006

	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		

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	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.

November 1, 2006

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

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

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

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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

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Name	Address
[redacted]	[redacted]
Tim Rochte	1400 17th Street
Antoinette Payne	1061 Green Oaks Dr

Name Address

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

[OWNER NAMES]
OWNER AND OCCUPANT
[SITE ADDRESS], LOS OSOS, CALIFORNIA 93402
APN _____
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 [OWNER NAMES], OWNER AND OCCUPANT, [SITE ADDRESS], LOS OSOS, CALIFORNIA 93402, APN _____. 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. _____ own(s) and operate(s) an on-site wastewater treatment and disposal system (Septic System) at _____ (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. _____ is/are referred to in this Order as "Discharger."

2. 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 of discharge from Discharger's Septic System 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 Order, 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 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 any 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:

_____
Discharger

_____
Harvey C. Packard
On behalf of the Water Board

IT IS SO ORDERED:

_____ _____

Executive Officer Date
Central Coast Water Quality Control Board

J:\CSD 45\Proposed Order CRWQCB revised 110206.wpd

AFFIDAVIT OF R. GLENN STILLMAN

I, R. Glenn Stillman, herein declare that:

1. I am Vice-President and Principal Engineer with Alaska Petroleum Environmental Engineering, Inc. that has an office in Garden Grove, California.

2. I have a Bachelor of Science in Chemical Engineering from the University of Illinois-Chicago, a Masters of Science in Petroleum Engineering from the University of Alaska-Fairbanks, and have completed all course work at the University of Alaska-Fairbanks for a Masters of Science in Environmental Engineering. I have worked in the environmental, construction and petroleum industries for over 20 years. Since March 1991, I have held California Contractor's License 615579. The classifications under this license are General Engineering "A", Hazardous Substance Removal and Remedial Actions Certificate ("HAZ"), Asbestos Certification, and C-57 (Well Drilling).

3. During my career, I have designed and drilled hundreds of wells including oil production wells, injection wells, potable water wells, water and waste disposal wells, groundwater remediation wells, and groundwater monitoring wells. I have also inspected and sampled hundreds of wells. Finally, I have been involved in the plugging and abandonment of scores of these wells. I am familiar with United States Environmental Protection Agency (USEPA) and State of California requirements for the proper installation of various wells, and the requirements for their closure. I have worked in the past with various California Regional Water Quality Control Boards, including those at Los Angeles, Santa Ana, San Diego, San Francisco Bay Area, Lahontan, and North Coast Regions.

4. I was retrained by the Law Office of Matthew J. Nasuti to investigate and potentially provide expert testimony in a federal lawsuit regarding the proposed Los Osos sewer project (hereafter referred to as the "Sewer Project"). My investigation has resulted in the following conclusions:

5. There is nitrate contamination at various locations in the upper aquifer under Los Osos in concentrations that exceed the Maximum Contaminant Level (MCL) as promulgated by the USEPA. The MCL for nitrate reported as nitrogen is 10 milligrams per liter (or 45

WELL REPLACEMENTS

Cleath & Associates supervised the construction of 12 monitoring wells and the destruction of two wells. Eleven of the twelve new wells were constructed at former monitoring well locations after removing the original well casings and annular fill materials. The twelfth well was constructed approximately 160 feet west of a former monitoring well location due to conflict with fiber optic lines (the older well was destroyed). Drilling services were provided by S/G Drilling Company (Lompoc). The work was conducted between May 16 and May 28, 2002. All new wells were completed with 2-inch diameter PVC and replaced older 1.5-inch diameter PVC wells. Construction of the new wells complies with State and local regulations. A summary of the wells replaced and destroyed is shown below in Table 1, including differences in perforated intervals between the old and new wells. Details of each well construction are included in Appendix A.

Table 1
Well Replacements and Destructions
May 2002

Original Well ID* (constructed in 1982)	Location	Original (1982) well perforated interval (depths in feet)	New (2002) well perforated interval (depths in feet)
30S/10E-13L5	Howard/Del Norte	32-35	26-36
30S/10E-13Q1	Woodland	97-100	95-105
30S/11E-7K2	Santa Ysabel/12th	62-65	destroyed
30S/1E-7K (new)	12th/Santa Ysabel	(new well)	55-65
30S/11E-7L3	Santa Ysabel/5th	42-45	40-50
30S/11E-7R1	El Moro/12th	27-30	25-35
30S/11E-8N2	El Moro/So. Bay Blvd.	42-45	40-50
30S/11E-8N3	El Moro/So. Bay Blvd.	87-90	destroyed
30S/11E-18B1	Ramona/10th	29-32	25-35
30S/11E-18C1	Pismo/5th	27-30	25-35
30S/11E-18J6	Los Olivos/Fairchild	22-25	25-35
30S/11E-18L3	Palisades	52-55	43-53
30S/11E-18L4	Ferrell	22-25	25-35
30S/11E-18N1	Manzanita/Ravenna	87-90	85-95

*NOTE: SLO County and the DWR are in the process of assigning new Well ID's for the replacement wells. These new ID's will be incorporated into future monitoring reports.

Although 2 wells were destroyed only 1 was a "new well" the rest were "Drilled out and Removed Borehole materials from 1982 well Construction."

See Page 9 of Stillman

that its treatment system has impacted the upper aquifer with nitrates. The Sewer Project does not call for the abandonment of the illegal wells (the nitrate "funnels"), or for conducting remedial work on the upper aquifer as was previously discussed above (i.e., extraction of clean water and injection into the lower aquifer, extraction of nitrate contaminated groundwater for agricultural use, etc. which will increase the separation and remove contaminated water). My fear is that the community will spend $100,000,000 + and see no appreciable improvement in groundwater quality. The Agencies have made no guarantee that the Sewer Project will correct the problem. If funds have to be expended, a number of more cost-effective solutions based upon sound engineering have been "on the table" for years and they should not have been disregarded.

34. Based upon my evaluation of the nitrate data and prior to expending in excess of $100,000,000 on a Sewer Project that will not correct the problem, a two step remedial project should be implemented. If implemented, it will remove the contaminated water from the illegal wells and/or provide valid data that can be assessed to determine if there even is a nitrate problem in Los Osos. If successful, the savings to the community would be about $99,855,000. The proposed scope of work is:

1. Pump the Brown & Caldwell illegal wells: $ 45,000

The cost includes all equipment and personnel to purge the wells to collect and analyze a representative water sample of the upper aquifer. If nitrates are detected above the MCL, that well will be pumped for a duration of one week. The purged water will be used for irrigation purposes at a local farm. For cost estimating purposes, I assumed that all 10 wells will require one week of pumping.

2. Abandonment of the ten Brown & Caldwell illegal wells and drilling of replacement wells: $100,000

The cost includes all equipment and personnel to abandon the wells pursuant to the requirements in 74-90. Ten wells will be drilled about 50 feet from the illegal wells to obtain valid data. The cost includes disposal of all the drill cuttings at a local landfill, although a local farm would probably accept the soil as it is non-hazardous. For cost estimating

CLAY'S SEPTIC
&
JETTING, INC.

FACSIMILE TRANSMITTAL SHEET

TO: Antionette	FROM: Pat
COMPANY:	DATE: 09/18/06
FAX NUMBER: 528-2642	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER:	SENDER'S PHONE NUMBER: 805-929-5065
RE:	SENDER'S FAX NUMBER: 805-929-1192

If you do not receive ~~2~~ 3 page(s), please call our office.

NOTES/COMMENTS:
Here is the invoice you requested, if you have any questions, please call .

Thank you,

Pat

Inv. also is your credit card receipt.

952 LIVE OAK RIDGE ROAD
NIPOMO CA 93444

Clay's Septic & Jetting Inc.
952 Live Oak Ridge Road • Nipomo, CA 93444
Contractor's Lic. #674109

Phone 1-800-928-CLAY
Fax 1-805-929-1192
E-Mail claysseptic@charter.net

№ 33870

Date Sep 5-06

Billing Address	Job Address
Name	Name Antoinette Payne
Address	Address 1061 Green Oaks
City	City Los Osos CA 93402
Phone	Contact Cax 528 2642 528-8878

Special Instructions

upon arrival I pumped 1200 Tank I found no inlet Tee MISSING. and Tee is present, cleaned Tank. Customer is going To put in own inlet Tee.

The Tank is Twenty feet From Back Door in Brick Patio.

Inlet Tee $150.00 Est

Visa 4388-5752-5439-0433
01-07 / 100

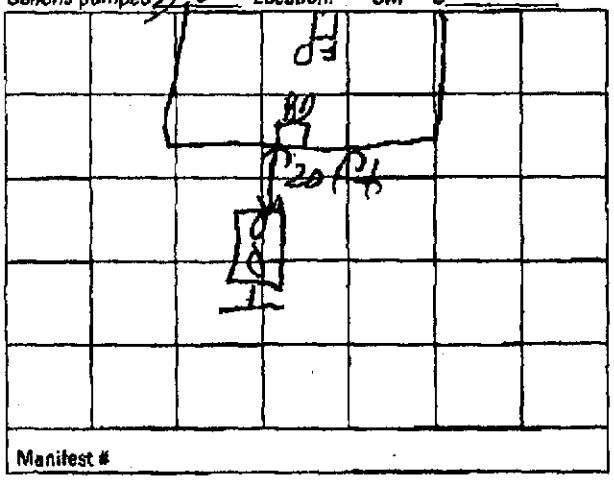
☐ Locate ☐ Inspection ☐ Grease ☐ Repair
☐ Dig ☐ Jetting ☐ Sediment ☐ Rodder
☐ Septic ☐ Diagnosis ☐ Video ☐ ____

Customer Signature Bruce Payne Technician Signature M. Williams

☐ Septic/Grease Grease ___ft. Food ___ft.
Depth of Tank ___ft.
Tank size gallons 1200
Solids ___ft. Sludge ___ft.
Maint. Every ___ Yrs.
Hose ___ft.
SM O ___

GOOD	FAIR	POOR	
☐	☐	☑	Lids
☐	☑	☐	Tank
☐	☑	☐	Tees

Gallons pumped 1200 Location:



Manifest #

JETTING

4 Month Guarantee YES ☐ NO ☐
No. of lines ____
Distance to problem ____ft.
Total Distance ____ft.
Object ____

Perk Test-Pipe ____ gallons
Perk Test-Rock ____ gallons

GOOD	FAIR	POOR
☐	☐	☐

Width ____ft. Length ____ft. Depth ____
☐ Pit ☐ Drywell ☐ Leachline

Previous Job: ____ $ ____ Gal. ____

( ) Pump 1334.00
Extra Gallons ____
Labor ( ) ____
Snake ____
Locator ____
Video ____
( ) Jetter ( ) ____
Bid ____
Disposal Fees ____
Inspection ____
Bacteria ____
W/O Material ____
~~Tax~~ Fuel 20.00
Total 354.00

Legal Notice: Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractors, laborers or suppliers remain unpaid. Acceptance of work performed. I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "Total" to be the total and complete price, unless otherwise noted. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that I have read and received a legible copy of this contract.

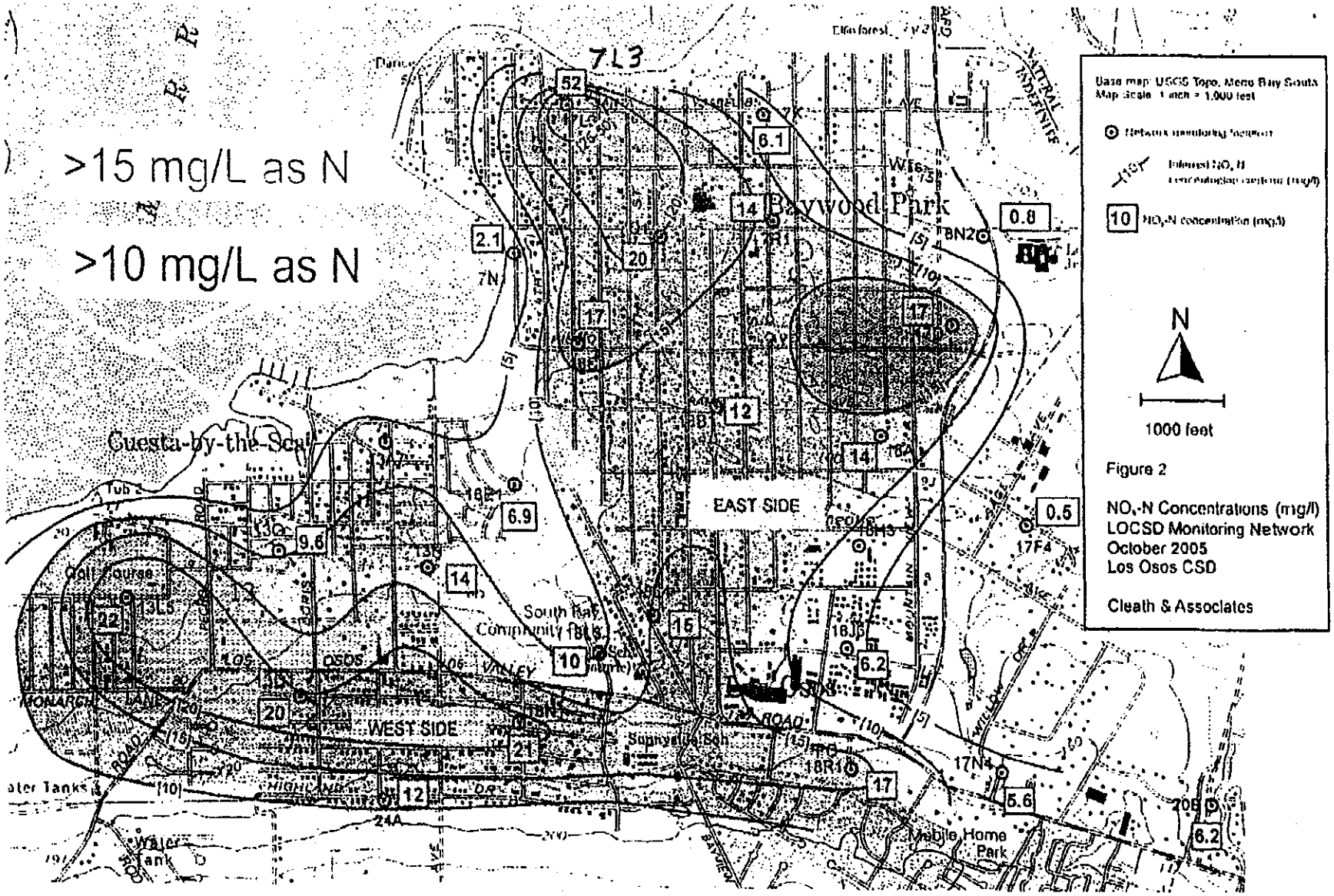
CLAY'S SEPTIC & JETTING
952 LINE OAK RIDGE RD.
NIPOMO, CA 93444
(805) 929-9065

Phone Order

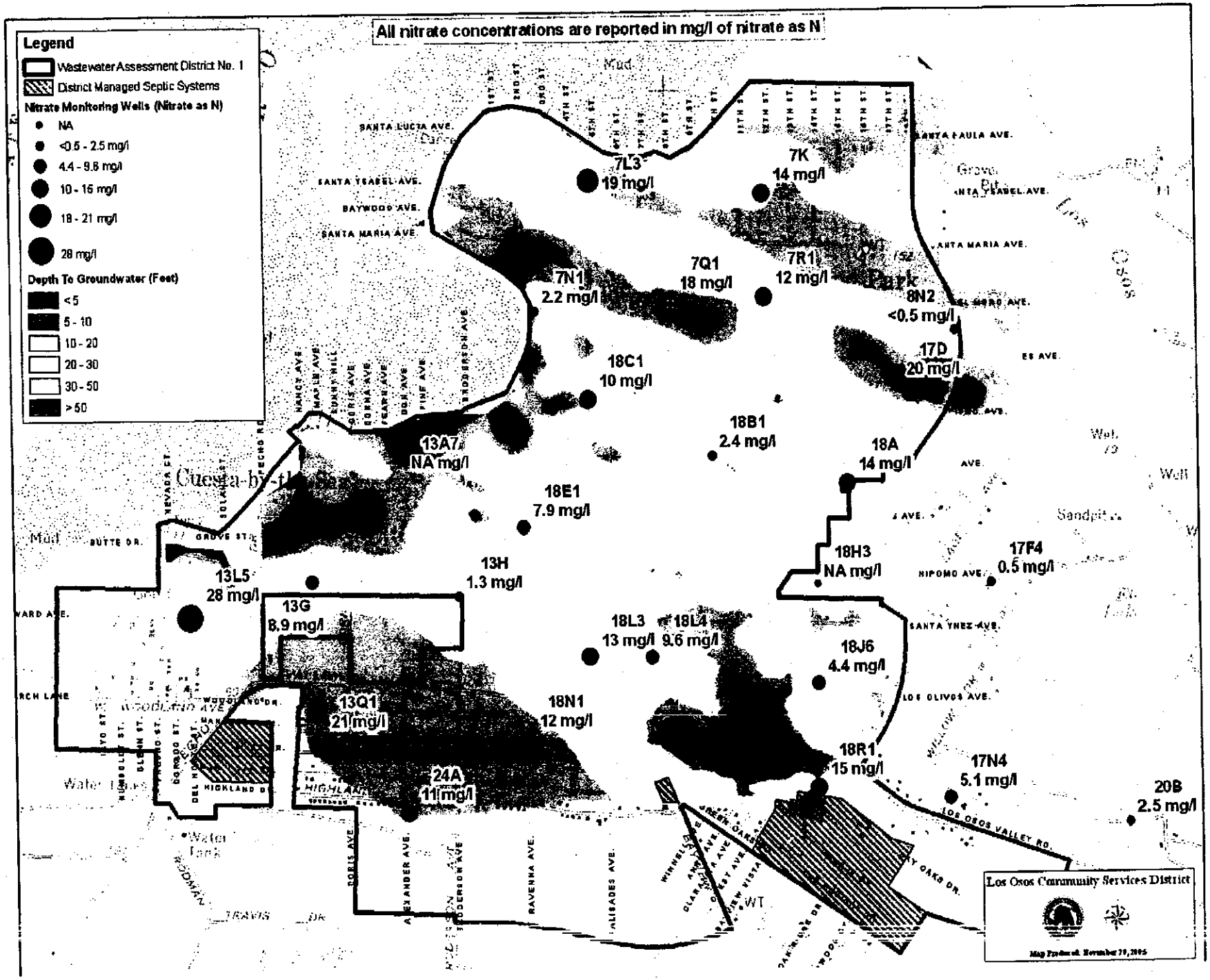
ID: 0001
Merchant: 100785355
05/18/06 10:02:35
AVS Code: Y
VISA
XXXXXXXXXXXX0433M
CVV2 Code: M
Appr Code: 015036 Invoice#: 1
Order #: 33870

Total: $ 354.00

Customer Copy
THANK YOU



Used by Prosecution April 28,'06 "the latest well test Data"



Well Test Data Presented by Rob Miller ACL Hearing Dec. '06

30S/11E-7L3 (replacement well)
West side of 5th Street north of Santa Ysabel Avenue, Los Osos

Co. Health Pemit No. 2002-MW-144

All depths in feet below grade

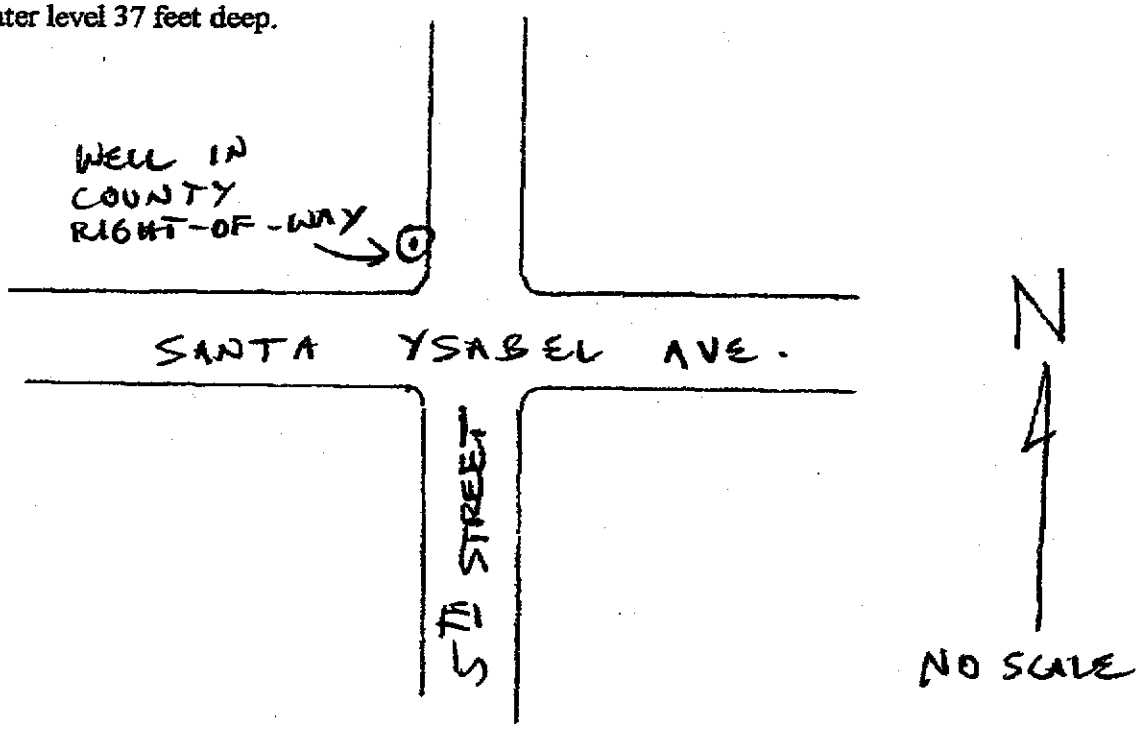
Lithologic Log from 1982:	0 - 45 feet	Tan brown sand, very fine to medium grained, firm.
New 2002 footage:	45 - 50 feet	(heaving sands, unable to retrieve sample)

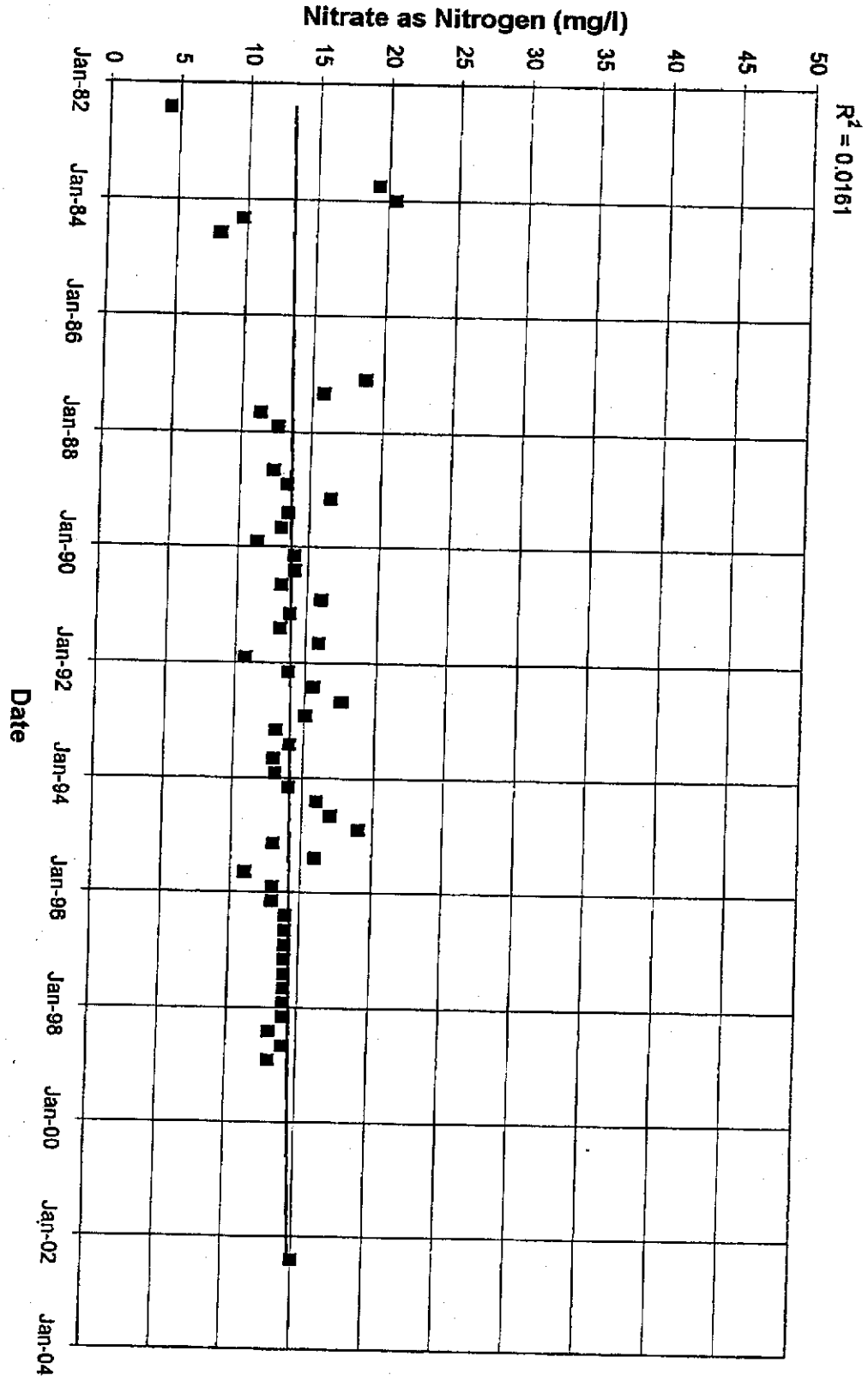
Drilled out and removed borehole materials from 1982 well construction. Original perforated interval was 42-45 feet deep.

2002 Replacement Well Construction (same borehole)

Well:	0 - 50 feet	2-inch PVC schedule 40 casing with threaded couplings
	40 - 50 feet	0.020 perforations with end cap
Annular Space:		
	0 - 2 feet	new traffic rated well box/wellhead set in concrete
	2 - 33 feet	cement/bentonite grout sanitary seal
	33 - 34 feet	bentonite transition seal
	34 - 50 feet	RMC Lapis luster #3 filter pack

Static water level 37 feet deep.





Graph 7
Well 30S/11E-7L3
NO_3-N vs Time

Table 3
April 2005 Water Quality Results

Well ID	Sample Date	Temp °C	pH-field units	TDS mg/l	EC µmhos/cm	Ca mg/l	Mg mg/l	K mg/l	Na mg/l	HCO3 mg/l	SO4 mg/l	Cl mg/l	NO3-N mg/l	B mg/l	DTW feet
30S/10E-13G	4/15/05	18.3	6.05	270	450	19	19	1.1	43	65	12	65	8.9	<0.2	37.67
30S/10E-13H	4/19/05	18.5	6.31	130	180	14	7	0.4	17	50	13	11	1.3*	0.059	23.10
30S/10E-13L5	4/14/05	19.0	5.78	1100	2100	90	99	1.2	97	60	44	460	28	<0.2	19.25
30S/10E-13Q1	4/19/05	19.0	6.11	470	710	28	21	1.5	77	73	24	120	21*	0.097	83.08
30S/10E-24A	4/21/05	18.1	6.52	220	340	14	9.7	1.7	38	44	5.1	46	11	0.036	154.13
30S/11E-7K	4/14/05	19.5	6.60	410	800	36	34	2.0	63	140	47	82	14*	<0.2	47.83
30S/11E-7L3	4/13/05	19.5	6.44	490	900	25	22	2.3	97	140	57	110	19*	<0.2	34.00
30S/11E-7N1	4/13/05	21.2	6.37	120	240	12	9.4	1.1	21	70	5.9	28	2.2	<0.2	2.40
30S/11E-7Q1	4/14/05	18.5	6.08	340	720	30	23	4.3	65	75	38	84	18*	<0.2	2.67
30S/11E-7R1	4/13/05	18.5	5.99	260	530	25	17	2.4	41	95	28	51	12	<0.2	18.33
30S/11E-8N2	4/15/05	17.7	6.49	67	88	4.2	3.9	0.8	8.7	32	6.5	3.7	<0.5*	<0.2	32.08
30S/11E-17D	4/19/05	17.6	6.42	360	600	23	20	1.6	68	80	31	64	20*	0.19	49.42
30S/11E-17F4	4/21/05	18.6	6.13	330	560	30	24	1.4	58	130	15	99	0.5*	0.049	43.92
30S/11E-17N4	4/20/05	17.1	5.96	200	320	13	11	0.91	34	40	12	48	5.1	0.058	20.50
30S/11E-18A	4/21/05	18.7	6.27	330	520	32	19	3.5	51	82	34	63	14*	0.18	na
30S/11E-18B1	4/14/05	17.3	6.18	110	210	9.8	5.2	3.3	26	80	12	6.7	2.4*	<0.2	14.42
30S/11E-18C1	4/13/05	17.9	6.08	280	580	22	19	1.5	51	100	38	55	10	<0.2	14.33
30S/11E-18E1	4/15/05	18.2	6.10	240	440	22	18	1.5	46	85	30	44	7.9*	<0.2	20.75
30S/11E-18J6	4/20/05	18.2	6.25	330	530	36	22	3.2	54	180	19	55	4.4*	0.10	18.04
30S/11E-18L3	4/13/05	19.2	6.03	210	480	22	14	2.8	42	60	25	59	13*	<0.2	35.00
30S/11E-18L4	4/15/05	18.1	5.99	360	630	33	26	3.2	61	100	34	78	9.6*	<0.2	15.50
30S/11E-18N1	4/19/05	19.5	6.07	370	600	23	23	1.8	56	46	31	110	12*	0.14	72.00
30S/11E-18R1	4/20/05	16.8	5.87	390	580	24	21	0.9	59	50	17	110	15	0.14	10.50
30S/11E-20B	4/21/05	18.7	6.34	340	570	30	30	1.7	47	100	27	100	2.5*	0.06	na
30S/11E-21D	4/12/05	18.9	6.71	600	1100	63	64	<1.0	69	380	70	79	9.2	<0.2	6.00

*other forms of nitrogen detected - see lab sheets. Note: HCO3 reported as mg/l CaCO3.

Table 3
October 2005 Water Quality Results

Well ID	Sample Date	Temp ° C	pH-field units	TDS mg/l	EC µmhos/cm	Ca mg/l	Mg mg/l	K mg/l	Na mg/l	HCO3 mg/l	SO4 mg/l	Cl mg/l	NO3-N mg/l	B mg/l	DTW feet
30S/10E-13G	10/18/05	18.9	5.98	310	460	20	19	0.99	41	85	12	80	9.6	<0.05	38.85
30S/10E-13H	10/20/05	20.3	6.08	180	250	19	8.9	0.48	16	75	4.2	20	14	<0.05	23.00
30S/10E-13L5	10/13/05	20.4	5.68	1200	1900	96	87	1.1	110	60	33	550	22	0.12	21.27
30S/10E-13Q1	10/25/05	18.8	5.99	460	770	33	24	1.6	81	65	26	140	20	0.11	83.10
30S/10E-24A	10/27/05	19.0	6.23	210	330	12	9.4	1.1	37	36	4.8	45	12	<0.05	154.08
30S/11E-7K	10/14/05	19.8	6.51	330	630	26	25	1.5	60	90	33	99	6.1*	<0.05	49.38
30S/11E-7L3	10/12/05	19.9	6.45	580	910	25	22	2.2	130	79	37	92	52*	0.2	35.83
30S/11E-7N1	10/11/05	18.7	6.14	160	260	72	9.8	0.9	22	64	5.0	32	2.1*	<0.05	2.8
30S/11E-7Q1	10/13/05	20.6	6.15	390	690	32	25	3.7	65	100	46	100	20*	0.13	2.0
30S/11E-7R1	10/14/05	19.4	6.03	360	630	32	21	2.7	61	120	33	68	14	0.13	20.0
30S/11E-8N2	10/20/05	17.9	6.23	58	98	4.7	4.5	0.90	8.8	55	5.2	6.5	0.8	<0.05	32.63
30S/11E-17D	10/20/05	18.5	5.90	300	530	20	18	1.5	63	70	28	67	17	0.15	51.21
30S/11E-17F4	10/19/05	23.5	5.83	300	580	24	22	0.64	56	130	15	100	0.5*	0.05	43.66
30S/11E-17N4	10/12/05	20.1	5.79	200	310	12	11	0.8	31	40	14	48	5.6	0.05	20.1
30S/11E-18A	10/21/05	17.2	5.81	340	580	29	20	3.0	58	85	38	72	14	0.27	na
30S/11E-18B1	10/12/05	18.9	5.99	320	550	38	20	7.0	38	95	27	72	12	0.11	15.63
30S/11E-18C1	10/19/05	18.5	5.97	370	680	30	27	1.6	63	100	43	97	17	0.10	15.63
30S/11E-18E1	10/25/05	18.7	6.19	250	440	22	17	1.4	45	80	28	53	6.9	0.08	24.1
30S/11E-18J6	10/21/05	18.5	6.01	370	620	38	23	3.1	55	180	27	60	6.2*	0.12	20.67
30S/11E-18L3	10/12/05	19.1	5.91	270	450	24	15	2.9	39	40	19	76	10*	0.07	37.92
30S/11E-18L4	10/19/05	19.9	5.88	340	630	27	22	3.2	64	110	38	89	15*	0.12	18.38
30S/11E-18N1	10/25/05	19.2	5.88	400	720	30	28	1.9	67	55	29	140	21	0.15	72.48
30S/11E-18R1	10/11/05	17.6	5.34	410	630	24	20	0.8	58	20	19	110	17*	0.14	11.9
30S/11E-20B	10/18/05	21.7	6.22	330	590	26	28	0.85	45	110	26	94	6.2	0.06	na
30S/11E-21D	10/11/05	18.9	6.66	850	1400	74	70	0.4	71	470	97	130	6.0*	0.17	10.0

*other forms of nitrogen detected - see lab sheets. Note: HCO3 reported as mg/l CaCO3.
DTW = depth to water

State of California

Memorandum

To : Craig M. Wilson
Senior Staff Counsel

Date : OCT 13 1988

David B. Cohen, PhD., Chief
Regulatory and Monitoring Branch
From : STATE WATER RESOURCES CONTROL BOARD

Subject: CITIZENS FOR AFFORDABLE WASTE WATER SYSTEMS' PETITION FOR REVIEW OF ACTION AND INACTION BY THE CENTRAL COAST REGIONAL BOARD REGARDING THE LOS OSOS-BAYWOOD PARK AREA PROHIBITION; FILE NUMBER A-525

Sometime ago, you requested that the Division of Water Quality assign a staff member to review the California Regional Water Quality Control Board, Central Coast Region's (Central Coast Regional Board) existing Los Osos-Baywood Park area prohibition.[1] Additionally, you asked us to determine if the evidence that the Citizens for Affordable Waste Water Systems (C.A.W.S.) submitted along with its petition[2] warranted review of this prohibition by the State Water Resources Control Board (State Board) on its own motion. Since then, Don Owen of the Regulatory Branch's Technical Support Unit reviewed the supporting material and the record; and, he and Kathie Keber have discussed this matter. They concluded that substantial evidence in the record supports the existing prohibition and that the petitioners' evidence does not justify State Board review of this matter. This memorandum summarizes pertinent information about the prohibition and the petitioners' contentions and reiterates Kathie and Don's conclusions.

Background

The unincorporated, unsewered coastal communities of Los Osos, Baywood Park, and Cuesta-by-the-Sea, which are located at the western end of Los Osos Valley about twelve miles northwest of the City of San Luis Obispo, comprise the Los Osos hydrologic basin. The relatively flat Los Osos alluvial plain typifies the basin's topography. Two parallel ranges, the Irish Hills and Park Ridge, border Los Osos Valley on the south and north respectively. Eto Creek, Los Osos Creek, and their minor tributaries are the main surface water drainages of the basin and flow northwesterly into Morro Bay estuary. According to Central Coast Regional Board's Water Quality Control Plan, the beneficial uses

Not even close!

1. *The Central Coast Regional Board adopted Resolution 83-13 on September 16, 1983; this resolution established a compliance time schedule, limited the number of new discharges, and prohibited discharges from all individual and community sewage disposal systems after November 1, 1988.*

2. [illegible]

Topography described by Someone unfamiliar with the AREA!

information.[11] Following this meeting, C.A.W.S. petitioned the State Board to review the Central Coast Regional Board's Resolution 83-13, the immediately effective new discharge prohibition, the additional information reporting requirement, and three alleged inactions. The petitioners' contentions, taken approximately in the order given in the petition, are described below.[12]

Analysis of Contentions

1. *Contention:* Nitrates discharged from septic tank-subsurface disposal systems have not degraded ground water quality.

   Response: Domestic (residential) wastewater contains many pollutants. Onsite wastewater treatment and disposal systems[13] can effectively and efficiently reduce or remove many of these pollutants when their location is carefully selected and they are properly designed, constructed, and maintained. But, because the soil performs most treatment and removal, onsite systems cannot remove all pollutants or function properly if the site is inappropriate. For example, nitrogen occurs in wastewater as organic nitrogen, as ammonium, or in oxidized form as nitrite and nitrate. Nitrogen is an important plant nutrient; however, free ammonia can also be a fish toxicant and nitrates may harm animal and human health.[14] Typically, the average concentration of total nitrogen in residential wastewater (before it enters a septic tank) is 63 mg/l.[15] and the mean concentration of total nitrogen in septic tank effluent is 45 mg/l.[16] Thus, most nitrogen passes through septic tanks and is discharged into the soil.[17] In the aerated zone beneath leachfield

Note (cont.) → NO!

This page (#4) of Memorandum to Craig M. Wilson is entered as evidence of the Boards Knowledge of Nitrogen Reduction (63-45 = 18± mg/L) in Septic Tank Operation.

This also Shows Average Septic Tank effluent is 45 mg/L ... 7 mg/L Below the Oct. '05 Well #7L3 (@ 52 mg/L (used by Prosecution April 28, '06)

Same well April '05 19 mg/L Nov '05 19 mg/L (AGL Lefence Dec. '05)

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

Foster	Tad
Fouche	John
Fouche	John
Fredricks	Sharon
Freiler	Frank
Gaglione	Rosie
Garcia	Percy
Gayman	Mary
Gibson	Bruce
Gibson	George
Girvin	Les
Godfrey	Jim
Greening	Eric
Gregory	Jerry
Grimm	Gary
Grob	Michael
Gustafson	Stan
Haas	Greg
Hall	John
Harper	Jan
Harris	Spencer
Hatch & Parent	Wesley Strickland
Hawley	Cinthea
Hayashi	John
Heatherington	Pam
Hensley	Gordon
Hilton	Douglas
Hollis	Thomas
Hood	Paul
Hornaday	Jeff
Hunter	Jack
Hunter	Monica
Hyatt	Abraham
Hyland	Steve
Iseman	Toni
Isler	Chris
Jefferies	Russell M
Jones	Michael
Karner	Gary
Karner-Nash	Pandora
Katz	Richard
Keman	Toni
King	Noel
Kitamura	Ann
Kitts	Christopher
Kreissel	Jim
Lauffer	Michael
Laurant	Bud
Legros	Richard
Lenthall	Jerry
Lesinski	Cheryl
Leslie	Carroll

Lloyd	Alan
Lombardo	Pio
Margetson	Richard
Mc Pherson	Gail
McClendon	John
McGovern	Cheryl
McNulty	Tim
Milanes	George
Miller	Michael
Miller	Rob
Monowitz	Steve
Moore	Tim
Morem	Bill
Morgan	Warren
Murphy	Tom
Nyznyk	Rick
Ochs	Ed
Ogren	Paavo
Okun	Lori
Oneil/Brown	Kerry
Onstot	Steve
Orton	Nancy
Ovitt	Harry
Owen	Linde
Packard	Harvey
Paige	Steve
Parker	Deborah
Patterson	James R
Pavek	Debra
Payne	Antonitte
Pedago	Madeline
Peters	Laura
Petersen	Ted
Piersen	Wayne
Piquet	Roger
Polhemus	Darren
Press	Daniel M
Rabenalt	Bill
Racano	Joey
Reilly	Mike
Riao	Larry
Ripley	Dana
Risch	Norman
Robertson	Christine
Robertson	Christine
Ruehr	Dr. Thomas
Sanford	Budd
Sarmiento	Leo

Sawyer	Steven
Schicker	Lisa
Schroder	Mary Ellen
Schwarzenegger	Arnold
Secundy	Gerald D
Seitz	Jon
Senet	Steve
Shallcross	Gary C
Sheaffer	Jack
Shipe	Rob
SLO County	Env Health
Solomon	Clement
Souza	Curt
Sprague	Stanley
Stark	Bob
Stillman	Glenn
Strauss	Alexxis
Sullivan	Shawna
Swanson	Keith
Tacker	Julie
Tangemam	
Tarnotsky	Lou
Thomas	Michael
Thompson	Matt
Thompson	Todd
Tkach	James
Tolle	Barry
Vandersloot	Jan
Vanhuizen	David
Vega	Karen
Vick	Judy
Walsh	Jerri
Wan	Sara
Watkins	Faith
Watterworth	Hank
Welton	Nathan
Wickham	James D
Wilcox	Gail
Woods	Sandi
Wulkan	Mike
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Ysui	Mark
Zimmer	Jana

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Los Osos, California	CASE
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Bay News	Wastewater Reporter
Los Osos, California	
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Los Osos, California	LOTTF advisor
Los Osos, California	Concerned Citizen LO
San Luis Obispo, California	SLOCO BoS
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San Luis Obispo, California	State Assemblyman
Los Osos, California	CSD General Manager
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Los Osos, California	RWQCB
Los Osos, California	Golden State Water
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Sacramento, California	SWRCB
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Sacramento, California	SWRCB
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Los Osos, California	CCLO
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