Cover Letter

To: Regional Water Quality Control Board

I would like the board to know that I am willing to accept and abide by the stipulations put forth by this board. But, at the same time, I would also like the board to know I feel the process is unfair and faulty. I am not personally responsible for the COCSD Board stopping the sewer that was under construction. I have voted against the board's policies and them personally at every opportunity. I also believe the "drop dead" date is impossible to meet, it puts me in a very unfair position. My wife and I have signed a "Settlement agreement to Comply with work plan of preventative and remedial measures pursuant to Water Code 13300." If this agreement is not acceptable, I am willing to work with the board to find away not to receive a CDO. Thank you for your Consideration of this matter.

Sally L. Jollie
Septic Verification Form
San Luis Obispo County Department of Planning and Building
County Government Center, San Luis Obispo, California 93408 (805) 781-5600

1. Certification of Existing Subsurface Sewage Disposal System.
   Date of Inspection: 10-27-06
   1546 8th Street
   Property Address
   (APN number)
   (Owner’s Name)
   (Permit number)

2. Show design and location on a scale of 1” = 10' to 1” = 40' of the sewage disposal system and 100% expansion area in relation to attached dwellings, structures, wells, rocks, watercourses, etc. on required plot plan.

3. a. I examined the existing subsurface sewage disposal system at the above location on (Date) 10-27-06 date.
   And determined that the septic tank capacity is 1250 gallons. There are 3 bedrooms in the dwelling.
   b. There are 2 leachline(s), each is 50 feet long. Each
   c. There are __________________ storage pit(s), each ______ feet in diameter and each is ______ feet deep.
   d. The leach bed is _____________ feet, by _____________ feet, total ______________ square feet of leach bed area.

4. a. Construction of septic tank (please check one of the following):
   X concrete
   _ fiberglass
   _ other
   b. The tank is in good condition. The inlet and outlet Tees are present, and the baffle is not cracked, broken or displaced
   Yes X No.____ Comments:__________

5. a. While pumping the tank, did effluent flow back into tank from the absorption system? _______ yes _______ no
   b. Prior to pumping, was the liquid level in the tank above the outlet tee? _______ yes _______ no
   c. Is design of system gravity feed? _______ yes _______ no
   c. Were well(s) observed on this or adjacent property? _______ yes _______ no
   * If yes, indicate distance of well from: Septic tank, _______ Ft. Leachline, _______ Ft. Storage Pit, _______ Ft.
   c. Distance from springs, lakes and natural drainage courses: Septic Tank, _______ Ft. Leachline, _______ Ft. Storage Pits, _______ Ft.

   ADDITIONAL COMMENTS: 1/2 mile from Grey

6a. X It is my opinion that the system appears to be in good working order and can be expected to function properly with proper maintenance. No repairs are necessary at this time.
6b. X It is my opinion that the system is not in good working order and will not function properly without the following repairs:

I certify under penalty of perjury that the foregoing is true and correct:

__________________________
Mark Williams
C-42 State License Number 674109 7-31-06
Expiration Date

City’s Septic Testing Inc.
Print Name
Name of Processor Company holding C-42 License
952 Live Oak Ridge Rd. Nipomo 93444 205-929-5005
Phone Number
Address
Clay's Septic & Jetting Inc.
952 Live Oak Ridge Road • Nipomo, CA 93444
Contractor's Lic. #674109

Billing Address

Name
Address
City
Phone

Job Address

Name
Address
City
Contact

Special Instructions

Your Service Customer Work Took 1 Hour, I Pumped 1200 Gallons
I Found 1" Eagle 3' off Sludge, Seems To Be
In Good Working Order

My Tank is 25' to First Lid From Front Door 5' off of Sidewalk

Customer Signature

Technician Signature

□ Septic/Grease Grease ft. Food ft. Depth of Tank ft. Tank size gallons
□ Lids □ Tank □ Septic □ Diagnosis □ Video
□ □ □ □ □ □
□ □ □ □ □ □

□ Gallons pumped □ Location:

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 ft.
□ Pit □ Drywell □ Leachline

Previous Job: $ _______ Gal.

Legal Notice: Under the California Mechanics Lion 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.
DOMESTIC WASTEWATER GENERATOR RESPONSIBILITY ACKNOWLEDGEMENT

The City of Santa Maria issues permits to approved septage hauling companies wishing to discharge at the City wastewater treatment plant at 601 Black Road. In order to comply with their permit instructions, any septage hauling company using the City facility is restricted from discharging controlled or prohibited wastewater that may include hazardous, toxic, or other harmful substances such as motor oil, paint, herbicides, or other household hazardous wastes. Nor does the City permit septage hauling companies to discharge any wastewater that has been combined with any other type of wastewater.

Harmful substances in untreated wastewater can cause serious damage to the functioning of our wastewater treatment plant and degrade treated wastewater that is subsequently released to groundwater. All wastewater generators, industrial and domestic, must comply with some important restrictions.

No septage containing harmful substances shall be acceptable for discharge at the City wastewater treatment plant. If you would like information on how to properly dispose of household hazardous waste, please call 805-925-0951, ext. 130.

City staff appreciates your cooperation in our endeavor to keep the groundwater clean and our wastewater treatment plant functioning properly. You can further help by providing the following information.

Please print or type all information except signature.

Type of Waste Pumped: Septic
Volume Pumped: 1200 Gals

Name: [Signature]

Street Address: 1546 S 4th St
City: Oxnard
State: CA
Zip: 93035

Date: 10-27-06

White Copy → City of Santa Maria
Yellow Copy → Hauler
Pink Copy → Generator
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 [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 [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:

RECATALS

1. [OWNER NAMES] own(s) and operate(s) an on-site wastewater treatment and
disposal system (Septic System) at [SITE ADDRESS] (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. Discharger 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 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 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
Central Coast Water Quality Control Board

Date

J:\CSD 4\Proposed Order CRWQCB revised 110206.wpd
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

Pamela D. Morgan
Name
1516 17th St. Los Osos 93402
Address

Laurie A. Benge
Name
2248 Falcon Dr. Los Osos CA
Address

Lauren K. Mende
Name
312 Mar Vista Dr. Los Osos 93402
Address

2280 Figueroa St. S.Y.
Address
November 1, 2006

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

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[Redacted]

Tim Rochito

[Redacted]

1400 17½ Street

[Redacted]
November 1, 2006

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

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__________________________
Name

__________________________
Name

__________________________
Name

__________________________
Name

__________________________
Name

1273 12th St, Los Osos, CA 93402
Address

1273 12th St, Los Osos, CA 93402
Address

567 Ash St, Los Osos, CA 93402
Address

__________________________
Address

__________________________
Address
November 1, 2006

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______________________________  
Name

______________________________  
Name

______________________________  
Name

______________________________  
Name

______________________________  
Name
November 1, 2006

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November 1, 2006

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Cynthia T. Coleman
Name

1399-14th Street
Address

Jill Olin
Name

546 8th St.
Address

Dennis Olin
Name

546 6th St.
Address

Name
Address

Name
Address
November 1, 2006

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

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Carol Shuler
Name

1115 15th St.
Address

Name

Address

Name

Address

Name

Address

Name

Address
November 1, 2006

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

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

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

Name

Address

Name

Address

Name

Address

Name

Address
November 1, 2006

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Name
Mary C. Mason
1535 17th St, Los Osos, CA 93402

Name
Joseph C. Mason
1535 17th St, Los Osos, CA 93402

Name
Lawrence C. Rettig
1660 1476 St, Los Osos, 93401

Name
Suzanne Cowan
1660 1476 St, Los Osos, CA 93401

Name

Address