

Ed Eby Director of NCSD knew the settlement was going to be a judgment and NCSD would be ordered to comply with the settlement terms on 6/29/05 when Ed Eby voted to agree with the settlement which was posted on 6/30/05.

That was before 7/13/05 when Ed Eby said “I take exception to something that was said today about the, stipulation requires the purveyors to bring in supplemental water, **The stipulation does not require us to do anything.**”

The exact same settlement word for word was approved from 6/30/05 a few days later on 8/4/05 and was placed in the Judgment on 8/4/08.

The court did not add any additional terms to the 6/30/05 settlement.

So if a court in 2005 or 2008 orders NCSD comply with the terms of the settlement that Ed Eby claims did not require supplemental water how can he claim at the same time that the court is ordering supplemental water?

The source of all the information is the Santa Maria Groundwater Litigation Court website [www.sccomplex.org](http://www.sccomplex.org), and NCSD. You can get copies of the audio not on the NCSD website for \$15 and the Minutes not on the NCSD website are \$1.50 for the first page and \$.20 for each additional page. Call 805-929-1133 and ask.

**6/29/2005 NCSD votes to approve settlement.**

[http://www.nonewwiptax.com/NCSD\\_Minutes/05\\_0629\\_NCSD\\_Minutes.pdf](http://www.nonewwiptax.com/NCSD_Minutes/05_0629_NCSD_Minutes.pdf)  
[http://www.nonewwiptax.com/NCSD\\_Audio/05\\_0629\\_0846\\_NCSD\\_audio.mp3](http://www.nonewwiptax.com/NCSD_Audio/05_0629_0846_NCSD_audio.mp3)

**The Board came back into Open Session.**

**Jon Seitz, District Legal Counsel, announced that the Board made a 5-0 vote decision to accept the settlement proposal.**

**6/30/2005 Settlement agreed to and posted includes becoming a court order and Judgment.**

<http://www.sccomplex.org/cases/noticelink.jsp?FormCaseId=VAE2661C98F&FormDocId=G8CFC6FF9446>

page 1 line 2: The Stipulating Parties hereby stipulate and agree to entry of judgment containing the terms and conditions of this Stipulation.

page 2 line 5: All Stipulating Parties agree to cooperate and coordinate their efforts in any trial or hearing necessary to obtain entry of a judgment containing the terms and conditions of this Stipulation.

Page 8 line 4: the Stipulating Parties agree that the Court has the authority to enter a judgment and physical solution containing the terms and conditions of this Stipulation.

Page 32 line 7: The Stipulating Parties agree not to oppose, or in any way encourage or assist any other party in opposing or challenging, any action, approval, or proceeding necessary to obtain approval of or make effective this Stipulation or the judgment to be entered on terms consistent with this Stipulation.

Page 34 line 19: It is anticipated that the Court will enter a single judgment governing the rights of all Parties in this matter. The Stipulating Parties enter into this Stipulation with the expectation that the Court will enter, as a part of the judgment, the terms and conditions of this Stipulation

**7/13/2005 Nipomo Community Service District attorney signs settlement and files with court**

<http://www.sccomplex.org/docfiles/Z37131323322.pdf>

**7/27/2005 NCSD Director Ed Eby:** "I take exception to something that was said today about the, stipulation requires the purveyors to bring in supplemental water, **The stipulation does not require us to do anything.** The stipulation says we, the NCSD contemplates bring in water and therefore the purveyors will buy that water from NCSD. There is nothing in the stipulation or any court order that says we are required to buy supplemental water we are contemplating it, **we are doing that on our own volition,** we are not doing that on court order. **There is no court order or decision that says we have to get supplemental water.** We are contemplating it because it is in the best interest of our customers"

[Audio of comment only](#)

Whole Board Minutes and audio tape can not be found on NCSD website

[http://www.nonewwiptax.com/NCSD\\_Minutes/05\\_0727\\_NCSD\\_Minutes.pdf](http://www.nonewwiptax.com/NCSD_Minutes/05_0727_NCSD_Minutes.pdf)

[http://www.nonewwiptax.com/NCSD\\_Audio/05\\_0727\\_0850\\_NCSD\\_audio.mp3](http://www.nonewwiptax.com/NCSD_Audio/05_0727_0850_NCSD_audio.mp3)

#### E-3) SUPPLEMENTAL WATER POLICY DISCUSSION

The Board discussed the objective of the Supplemental Water Program and formation

of policy governing the program.

The following members of the public spoke:

Steve Cool, developer of Tract 2513 and spokesman for Mr. Newdoll

(Tract 2514) – stated that the fees for Tract 2513 and Tract 2514 were paid

under protest because their project should have been considered under the old fee structure rather than the new one. The projects should have been grandfathered in because the greater part of the project plans were complete before Ordinance 2005-101 was approved.

Director Winn suggested that this issue be put on a future agenda.

Homer Fox, District resident – asked about the Memorandum of Understanding with the City of Santa Maria and how it may affect issues concerning the Woodlands. He also asked if NCSD ratepayers would have to pay the legal fees if someone sues the City of Santa Maria. The Board discussed the questions.

The Board discussed the information presented in the Board letter. There was no Board action.

8/04/05 The Court Order Approving Settlement Stipulation

<http://www.sccomplex.org/docfiles/J4C34718693C.pdf>

<http://www.sccomplex.org/docfiles/W643476C7CA9.txt>

Order Approving Settlement Stipulation

“After consideration of the arguments for and against approval of the Stipulation, the Court exercised its inherent authority to approve the Settlement Stipulation (see *Neary v. Regents of the University of California* (1992) 3 Cal4th 273, 276-80; CCP s128,187) and the court here by orders that it is valid and enforceable among all stipulating parties.”

8/10/2005 Larry Lavagnino, Mayor signs settlement for the CITY OF SANTA MARIA

<http://www.sccomplex.org/docfiles/FFC20A115225.pdf>

8/16/2005 Charles Baker signs settlement for Rural Water Company

<http://www.sccomplex.org/docfiles/Q530ED307FBA.pdf>

9/1/2005 Denise Kruger, Sr. Vice President of Operations, signs settlement for Southern California Water Company

<http://www.sccomplex.org/docfiles/S6B2AE8EB3A6.pdf>

11/15/2006 Stewart J. Myers, signs settlement for Woodlands Ventures, LLC

<http://www.sccomplex.org/docfiles/D52CE6D0A553.pdf>

11/15/2006 Bryan P. Troxler, signs settlement for Woodlands Mutual Water Company of San Luis Obispo

<http://www.sccomplex.org/docfiles/D52CE6D0A553.pdf>

1/25/08 Judgment After Trial

<http://www.sccomplex.org/cases/noticelink.jsp?FormCaseId=VAE2661C98F&FormDocId=ZE16528D17E8>  
<http://www.sccomplex.org/docfiles/ZE16528D17E8.pdf>

Page 1 line 24:

This matter came on for trial in five separate phases. Following the third phase of trial, a large number of parties entered into a written stipulation dated June 30, 2005 to resolve their differences and requested that the court approve the settlement and make its terms binding on them as a part of any final judgment entered in this case. Subsequent to the execution of the stipulation by the original settling parties, a number of additional parties have agreed to be bound by the stipulation - their signatures are included in the attachments to this judgment.

The June 30, 2005 Stipulation is attached as Exhibit "1;" and all exhibits to the stipulation are separately attached as Exhibits "1A" through "1H". The Stipulating Parties are identified on Exhibit "1A." The court approves the Stipulation, orders the Stipulating Parties only to comply with each and every term thereof, and incorporates the same herein as though set forth in full.