



MARICOPA COUNTY  
ENVIRONMENTAL SERVICES DEPARTMENT

STIPULATED SETTLEMENT AGREEMENT

|                                |   |  |
|--------------------------------|---|--|
| IN THE MATTER OF:              | ) | Cause Number: 10-0036534                                     |
|                                | ) |  |
| Saguaro View Management Inc.   | ) | PWS Permit Number: 07169                                     |
| ATTN: Clete Zurcher, President | ) | Location: 167 <sup>th</sup> Avenue and Dale Lane             |
| 17220 N Boswell Blvd. #140     | ) | Surprise, AZ   |
| Sun City, AZ 85373             | ) |  |
|                                | ) | Date of Violations: 1 <sup>st</sup> quarter of 2009, through |
|                                | ) | 2 <sup>nd</sup> quarter of 2010                              |
|                                | ) |  |

The Maricopa County Environmental Services Department ("Department"), and Saguaro View Management, Inc. ("Saguaro View") hereby enter into this Stipulated Settlement Agreement ("Agreement") regarding the settlement of existing enforcement action by the Department, stemming from the Letter of Outstanding Violations issued by the Department on July 21, 2010.

In consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**I. RECITALS AND LEGAL AUTHORITY**

The Department, acting under the authority of A.R.S. §36-183.05 and §49-354, and is responsible for enforcing the requirements of the Maricopa County Environmental Health Code ("MCEHC").

**II. FINDINGS**

Saguaro View is the owner of the Saguaro View drinking water system located at 167<sup>th</sup> Avenue and Dale Lane in Surprise, Arizona. The Department alleges that Saguaro View violated the following:

AAC R18-4-109. Primary Drinking Water Regulations: Maximum Contaminant Levels and Maximum Residual Disinfectant Levels – 40 CFR Part 141, Subpart G

§ 141.62 Maximum contaminant levels for inorganic contaminants.

(b) The maximum contaminant levels for inorganic contaminants specified in paragraphs (b) (2)-(6), (b)(10), and (b) (11)-(16) of this section apply to community water systems and non-transient,

non-community water systems. The maximum contaminant level specified in paragraph (b)(1) of this section only applies to community water systems. The maximum contaminant levels specified in (b)(7), (b)(8), and (b)(9) of this section apply to community water systems; non-transient, non-community water systems; and transient non-community water systems.

(16) Contaminant: Arsenic; maximum contaminate level (MCL) 0.010 (mg/l).

*Violation: The Saguaro View public water system exceeded the maximum contaminate level of 0.010 mg/l for arsenic at the entry point to distribution in the following quarters: 1st quarter of 2009, 2nd quarter of 2009, 3rd quarter of 2009, 4th quarter of 2009, 1st quarter of 2010, 2nd quarter of 2010, 3rd quarter of 2010.*

### **III. SETTLEMENT OF ENFORCEMENT ACTION**

A. In full settlement of all claims made or arising out of the facts alleged in Section II FINDINGS

of this Agreement, Saguaro View agrees to the following:

- i. Saguaro View shall continue to issue Tier 2 Public Notice, in accordance with MCEHC and AAC R18-4-119, for the failure to meet the MCL for arsenic until the water system is in compliance with the MCL for arsenic.
- ii. Saguaro View shall submit to the Department all required documents and information to obtain an Approval to Construct within 3 months of the Effective Date (as defined in IV.E of this Agreement) for a system to bring the water system into compliance with the MCL for arsenic.
- iii. Saguaro View shall submit to the Department all required documents and information to obtain an Approval of Construction within 15 months of the Effective Date for a system to bring the water system into compliance with the MCL for arsenic.
- iv. Saguaro View shall achieve full compliance of all drinking water provisions outlined in the MCEHC and associated approval stipulations within 18 months of the Effective Date.
- v. Saguaro View shall respond to all Department plan review comments within 14 days of receipt.
- vi. Saguaro View shall submit to the Department monthly status reports on all required compliance steps. The status reports shall be submitted no later than the 15<sup>th</sup> of each month, ending 18 months after the Effective Date or until full compliance has been met, whichever is sooner.

- B. All documents, materials, plans and other items submitted to the Department in accordance with this Agreement shall be deemed submitted when postmarked, return receipt requested, or accepted for delivery by commercial delivery service, or hand delivered.
- C. The Department shall have the right to disapprove work performed or plans submitted by Saguaro View that fail to comply with this Agreement, the MCEHC or applicable law.
- D. Saguaro View, without admitting to any of the allegations, desires to settle all matters without any further enforcement proceedings.

**IV. STATEMENT OF CONSEQUENCES**

If Saguaro View fails to complete any of the provisions in Section III(A) of this Agreement, the Department will immediately issue a Compliance Order enforceable in the Maricopa County Superior Court pursuant to ARS. In that action, the Department may seek penalties of up to \$10,000.00 per violation. In addition, the Department reserves the right to take any other action against you under Arizona law that the Director deems appropriate.

**V. GENERAL PROVISIONS**

- A. This Agreement shall be effective upon the latter date, if any, of signature by the parties (the "Effective Date"). Signature by each of the parties in Section VIII of this Agreement on any copy of this Agreement shall constitute signature of the Agreement for determining the Effective Date.
- B. This Agreement is based solely upon information available at the time of the Effective Date. If additional information is discovered which indicates that the actions taken under this Agreement are or will be inadequate to protect the public health, welfare, or the environment, or to conform with applicable federal or state laws, the Department shall have the right to require further action in accordance with applicable law.
- C. Saguaro View and the Department consent to the terms and entry of this Agreement and agree not to contest the validity or terms of this Agreement in any subsequent proceeding brought by either of them to enforce this Agreement.
- D. Saguaro View acknowledges that this is the entire agreement and no other promises of any kind or nature were made to induce it to enter into this Agreement, and it has done so voluntarily.

**VI. COMPLIANCE WITH OTHER LAWS**

This Agreement does not relieve Saguaro View in any manner of its obligation to apply for, obtain, and comply with all applicable permits. Nothing in this Agreement shall in any way alter, modify or revoke federal, state, or local law, or relieve Saguaro View in any manner of the obligation to comply with such laws. Compliance with the terms of this Agreement shall not be a defense to any action to enforce any such permits or laws.


**VII. CORRESPONDENCE**

All documents, materials, plans, notices, or other items submitted as a result of this Agreement shall be submitted to the attention of:

Georgina Bristow, Enforcement Supervisor  
Maricopa County Environmental Services Department  
1001 North Central Avenue, Suite 721  
Phoenix, AZ 85004.

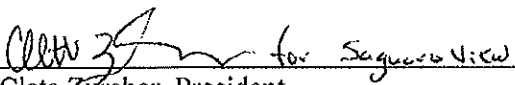
**VIII. SIGNATURES**

Maricopa County

  
Date: October 27, 2010  
John Kolman, RS, MBA  
Director, Maricopa County Environmental Services Department

**Saguaro View Management, Inc.**

The undersigned representative of Saguaro View Management, Inc. certifies that he is fully authorized to execute this Agreement on behalf of Saguaro View Management, Inc. and to legally bind Saguaro View Management, Inc. to this Agreement.

  
Date: October 25, 2010  
Cleve Zurcher, President  
Saguaro View Management Inc.