

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 | Phone 415-352-3600
State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

August 15, 2025

TO: Enforcement Committee Members

FROM: Lawrence J. Goldzband, Executive Director, (415/352-3653; larry.goldzband@bcdc.ca.gov)
Amanda Boyd, Staff Attorney, (415/352-3643; amanda.boyd@bcdc.ca.gov)

SUBJECT: **Executive Director’s Recommended Enforcement Decision and Proposed Cease and Desist and Civil Penalty Order No. CCD2025.001.00 in BCDC Enforcement Matter ER2019.038.00, ER2025.001.00, ER2025.002.00, ER2025.003.00, and ER2025.004.00 for Five Parcels, Unincorporated Areas of Solano County**
(For Enforcement Committee consideration on August 27, 2025)

Summary

The Executive Director recommends that the Enforcement Committee adopt this recommended enforcement decision as its recommendation to the full Commission. This recommendation includes issuing proposed Cease and Desist and Civil Penalty Order CCD2025.001.00 to require Thaddeus (“Thad”) Woodin, Steve and Lesley Belcher, Allen Kanady, William (“Bill”) Woodin, and Kittrell Estate (“Respondents”) to do the following actions to resolve six violations:

1. Cease and desist from violating the McAteer-Petris Act and the Suisun Marsh Preservation Act.
2. If by March 31, 2026, Solano County has secured funding to remove the sunken barge described in Violation One of the Violation Report and Complaint, Thad Woodin must use best efforts to cooperate in the removal of the barge.
3. If by March 31, 2026, Solano County has not secured funding to remove the sunken barge described in Violation One of the Violation Report and Complaint, Thad Woodin must by June 30, 2026, use best efforts to apply for and obtain funding for the removal of the barge.
4. By September 30, 2026, Thad Woodin must remove the sunken barge described in Violation One of the Violation Report and Complaint.
5. By October 31, 2025, Respondents must remove all unauthorized fill, except the sunken barge described in Violation One of the Violation Report and Complaint, to a legal disposal site or other location outside BCDC’s jurisdiction.
6. Pay \$135,000 in administrative civil liabilities within thirty (30) days of Order issuance.

Background

Prior to November 23, 2022, fill consisting of large items, including cars, boats, and other materials was placed by Thad Woodin in the Montezuma Slough and adjacent shoreline on properties located in Solano County. The unauthorized fill is located across five different privately-owned



properties and an area of the Montezuma Slough controlled and managed by the State Lands Commission.

The reference materials attached indicate that 1) respondent Thad Woodin owns a parcel identified by APN 0090-120-130, 2) respondents Steve and Lesley Belcher own a parcel identified by APN 0090-120-030, 3) respondent Allen Kanady owns a parcel identified by APN 0090-120-190, 4) respondent Bill Woodin owns a parcel identified by APN 0090-120-170, and 5) respondent Kittrell Estate owns a parcel identified by APN 0090-120-160. (VR&C Exhibit 4). Each property is located in BCDC's shoreline band jurisdiction and the Primary Management Area of the Suisun Marsh. Further, a barge and recreational vessel owned by Thad Woodin both sit at the bottom of the Montezuma Slough at approximately 38°04'28.85"N 121°52'53.04"W, in the unincorporated community of Birds Landing in Solano County, within BCDC's Bay jurisdiction and the Primary Management Area of the Suisun Marsh. (VR&C Exhibit 7).

On November 23, 2022, September 24, 2024, and December 11, 2024, BCDC staff inspected the properties owned by Respondents and collected photographic evidence depicting the fill. (VR&C Exhibits 2 and 3).

The ownership and boundaries of Respondents' respective properties were confirmed using RealQuest, the Solano County tax assessment map viewer, a March 18, 2025 email with Chris Rodgers (a map expert with Solano County), and by walking the levee road during the December 11, 2024 site visit with Chris Lanzafame, the secretary of Reclamation District 1607 (the "District"). (VR&C Exhibit 4).

Letter correspondence dated September 13, 2012 to Respondent Thad Woodin from the District, an April 29, 2025 email exchange between staff and Mr. Lanzafame, and two interviews on September 27, 2024 and November 27, 2024 with Mr. Lanzafame revealed that the District is aware that Respondent Thad Woodin had placed large items on the levee since 2012. The District asked Respondent Thad Woodin to remove the items from the levee road and Mr. Lanzafame has tried to persuade Respondent Thad Woodin to remove them. Mr. Lanzafame asserted that all unauthorized fill belongs to Respondent Thad Woodin and advised staff on who owned the respective properties. (VR&C Exhibit 5).

On October 15, 2024, Andrew Kershen from the State Lands Commission confirmed via email that the State Lands Commission has jurisdiction within the Montezuma Slough adjacent to Respondent Thad Woodin's property, up to the mean high tide line. However, Mr. Kershen asserted that the State Lands Commission does not have jurisdiction within Van Sickle Island. (VR&C Exhibit 6).

On August 26, 2017, the Solano County Sheriff's Office responded to a report of Respondent Thad Woodin's barge sinking in the Montezuma Slough. The Sheriff's Office found in its report of the incident that Respondent Thad Woodin was solely and completely responsible for the sinking of his barge and that the barge was moored via insufficient means to prevent the barge from breaking loose from its mooring location. (VR&C Exhibit 7).

On November 12, 2024, Solano County Marine Patrol took underwater images of Respondent Thad Woodin's sunken barge and subsequently provided these images to BCDC staff on November 13, 2024. (VR&C Exhibit 7).

Respondent Thad Woodin alleged to staff that one of The Dutra Group's (Dutra) vessels struck his barge and caused the barge to sink. On May 22, 2025, John Wyma-Hughes, a Risk Manager for Dutra, via email denied any involvement in or liability arising from the sinking of Respondent Thad Woodin's barge. Staff reviewed daily logbook entries provided by Dutra for the tug Sarah Reed, the only Dutra vessel which traversed the Montezuma Slough at the time Respondent Thad Woodin's barge sank, and found no evidence that Dutra was responsible for the causing the barge to sink. (VR&C Exhibit 7).

On November 15, 2024, staff discussed the unauthorized fill with Respondent Thad Woodin and advised him that he needed to remove all items from BCDC's jurisdiction. Respondent Thad Woodin acknowledged owning the sunken barge, the car and trailer on his parcel, and the two largest boats parked on the levee. He also acknowledged placing the partially submerged recreational vessel in its present location but accused the Solano County Sheriff's Office of sinking it without providing any evidence. Respondent Thad Woodin said that he has equipment to remove the fill and would do so. (VR&C Exhibit 8). In an email on November 26, 2024, he denied owning a small white recreational vessel with a blue hull that is on his property.

On February 5, 2025, staff mailed initial contact letters to Respondents Steve and Lesley Belcher, Allen Kanady, and Bill Woodin describing the unauthorized fill and advising that each respondent "must clear all illicit items of fill from your parcel." On February 21, 2025, BCDC staff issued an initial contact letter to Respondent Kittrell Estate describing the unauthorized fill and also advising that the respondent "must clear all illicit items of fill from your parcel." (VR&C Exhibit 8).

On April 8, 2025, Solano County Marine Patrol Sgt. Brady Graham advised staff that Solano County had applied for a grant to remove Respondent Thad Woodin's barge from the Montezuma Slough.

BCDC staff conducted a site visit on April 11, 2025, with Respondent Thad Woodin to walk the levee and identify his items. Respondent Thad Woodin reconfirmed ownership of all items except for a small recreational vessel on his parcel. Respondent Thad Woodin offered to remove all items except for the sunken barge, including the vessel that he claims not to own. (VR&C Exhibit 9).

Prior to July 8, 2025, Respondents failed to demonstrate that the unauthorized fill identified in Violations One through Six was removed from BCDC's Bay and shoreline band jurisdiction and from the Primary Management Area. On July 8, 2025, BCDC staff issued a Violation Report and Complaint for Administrative Civil Liability for the ongoing violations via electronic and certified mail.

On July 9, 2025, Respondents Steve and Lesley Belcher emailed photographs to BCDC staff demonstrating that the unauthorized fill identified in Violation Three had been removed from

their property and placed onto Respondent Thad Woodin's parcel. On August 1, 2025, BCDC staff conducted a site visit to the properties and confirmed that the unauthorized fill identified in Violation Three was still in BCDC's shoreline band jurisdiction and the Primary Management Area. BCDC staff also discovered that the two boats identified in Violation Four were removed from BCDC's jurisdiction, while the Argo and large lawnmower identified in Violation Four remained on Respondent Allen Kanady's property. Finally, BCDC staff discovered that the unauthorized fill identified in Violation Six was removed from Respondent Kittrell Estate's property and placed onto Respondent Thad Woodin's parcel.

On July 14, 2025, Respondent Allen Kanady submitted his Statement of Defense ("SOD") form. On August, 5, 2025, Respondent Bill Woodin submitted his SOD form. On August 8, 2025, Respondent Kittrell Estate submitted its SOD form. On August 12, Respondents Steve and Lesley Belcher submitted their SOD form. Thad Woodin did not submit a SOD.

On August 6, 2025, Deputy Sheriff Michael Urlaub from the Solano County Sheriff's Office via email provided BCDC staff with additional information regarding when Solano County may expect to hear back regarding the results of the funding application to remove Respondent Thad Woodin's sunken barge. According to Deputy Sheriff Urlaub, Solano County expects to hear if it received funding to remove the sunken barge within four to six months from September 2025. If Solano County receives the funding, removal of the sunken barge is likely to occur in late summer of 2026. (Exhibit E).

On August 12, 2025, BCDC staff discovered that one item of unauthorized fill identified in Violation 5 (a silver car) had been removed from Respondent Bill Woodin's parcel and BCDC's jurisdiction but the other items remained. Staff also discovered that one of the boats identified in Violation 4 that appeared to have been removed was placed back on Respondent Allen Kanady's parcel and the Argo and some trash remained. Staff confirmed that the unauthorized fill identified on Respondent Thad Woodin's parcel in Violation 2, in addition to the two boats that Respondents Steve and Lesley Belcher moved onto his parcel (Violation 3), remained.

The Violation Report & Complaint issued on July 8, 2025, made six essential allegations, as follows:

- A. **Violation One.** Respondent Thad Woodin is violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of: (1) 68- x 33-foot barge at the bottom of the Montezuma Slough, about 50 feet south of Thad Woodin's home on Van Sickle Island and under about 19 feet of water; and (2) a mostly submerged 20- to 25-foot-long recreational vessel about 10 feet away from the Kittrell Estate's parcel. (VR&C Exhibit 7).
- B. **Violation Two.** Respondent Thad Woodin is violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of an abandoned car, silver trailer, and boat, in addition to plastic containers and other trash. (VR&C Exhibits 2, 3, 4, and 5).

- C. **Violation Three.** Respondents Steve and Lesley Belcher and Thad Woodin are violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of: (1) a small, blue recreational vessel, close to the levee road and (2) a recreational vessel near Thad Woodin's house that is located on both the Belchers' and Thad Woodin's parcels. (VR&C Exhibits 3 and 4).
- D. **Violation Four.** Respondents Allen Kanady and Thad Woodin are violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of an Argo (small amphibious craft), two boats, and a large lawn mower placed close to the levee road. (VR&C Exhibits 3 and 4).
- E. **Violation Five.** Respondents Bill Woodin and Thad Woodin are violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of a green truck, an automobile, four boats, and an ATV. All are close to the levee road. (VR&C Exhibits 3 and 4).
- F. **Violation Six.** Respondents Kittrell Estate and Thad Woodin are violating Section 66632(a) of the McAteer-Petris Act and Section 29500 of the Suisun Marsh Preservation Act for the placement of unauthorized fill consisting of a silver truck placed close to the levee road. (VR&C Exhibits 3 and 4).

As of August 15, 2025, the date of mailing of this Recommended Enforcement Decision to the Enforcement Committee, Respondents have failed to resolve in full all six allegations outlined in the Violation Report and Complaint.

As a result of Respondents' failure to remove the unauthorized fill despite multiple attempts by BCDC staff formally requesting Respondents to do so, BCDC staff was left with no other option than to commence formal enforcement proceedings to resolve these violations.

Admitted and Contested Essential Allegations

The following Respondents filed a Statement of Defense (SOD): Allen Kanady by email, received July 14, 2025; Bill Woodin by mail, received August 5, 2025; Todd Trost, on behalf of the Kittrell Estate, by email, received August 8, 2025; and Lawrence Bazel, on behalf of the Belchers, by email, received August 12, 2025 (including declarations by the Belchers' attorney Lawrence Bazel and by Steve Belcher). (Prior, respondents Steve and Lesley Belcher also contacted BCDC on July 9, 2025, via email correspondence with certain arguments.)

Respondent Thad Woodin did not file a SOD or provide any late-submitted evidence.

Respondent Allen Kanady admits that he owns the parcel identified by APN 0090-120-190. Respondents Steve and Lesley Belcher admit that one of the recreational vessels (a "blue boat") identified in Violation Three was "within our property boundaries." Respondent Bill Woodin

admits that he owns the parcel identified by APN 0090-120-170.¹ Respondent Bill Woodin further admits that the fill identified in Violation Five is on his property. Respondent Kittrell Estate admits that BCDC Enforcement Analyst Anne Usher informed them of the silver truck being partially on their property, based upon identification of their property as further informed by aerial photographs. Respondent Belchers admit they own property on Van Sickle Island and that a blue boat was on that property until they removed it.

Defenses and Mitigating Factors

Respondents Allen Kanady, Bill Woodin, Steve and Lesley Belcher, and the Kittrell Estate filed respective Statements of Defense (SOD) on or before August 12, 2025. In the case of the Belchers, they also filed along with their SOD declarations by their attorney Lawrence Bazel and by Steve Belcher. (Respondent Belchers also contacted BCDC on July 9, 2025 with photographs demonstrating that the unauthorized fill identified in Violation Three had been removed from their property and placed onto Respondent Thad Woodin's property.) Respondents made the following affirmative arguments:

1. Respondent Kanady states that he "ha[s] no knowledge of any" allegations included in the Violation Report and Complaint and that he "ha[s] not visited [his property] in 20 years, so [he] ha[s] no knowledge of the current condition".
2. Respondent Kanady states that "if the items on [his] property are owned by Thad Woodin, he acknowledged ownership of said items, and states that he will take responsibility for their removal" then Mr. Kanady should not have to take responsibility for the violation.
3. Respondent Bill Woodin states that he "personally never deposited any fill" on his property and that he has "no knowledge" as to "when and by whom deposited material" came to be on his property.
4. Respondent Kittrell Estate states that "the silver truck is not owned by any family member of the Kittrell Estate nor was it placed onto the Kittrell Estate property by any family member."
5. Respondent Kittrell Estate states that they "had no confirmed knowledge of where the property line was located" and that "there seems to be a question on the exact location of the property line from the emails between Anne Usher and Chris Rodgers" such that BCDC "is saying that Thad's truck is partially on our property but [BCDC's] evidence of the location of the property lines could be flawed."
6. Respondent Kittrell Estate states that they were notified on February 28, 2025 of the silver truck being partially situated on the Kittrell Estate's property but did not remove the truck

¹ Regrettably, the Violation Report and Complaint included the incorrect APN for a different parcel also owned by Respondent Bill Woodin. On July 17, 2025, BCDC staff clarified with Respondent Bill Woodin via email and phone call that the correct APN is 0090-120-170.

to Thad Woodin's adjoining property until July 26, 2025 because they were also told they "needed to wait until the levee was completely dried so that there would be no damage to the already failing levee" and "that Thad Woodin stated he was going to work on removing his vehicles, etc. [so] some time was spent waiting for Thad to move his silver truck on his own."

7. Respondent Kittrell Estate states that "we have complied within the 35 days of your request to remove the silver truck of your letter of July 8, 2025, even though it wasn't our truck and our responsibility."
8. Respondent Kitrell Estate states that "we were not informed that if we removed the truck from our property that we could still be fined."
9. Respondents Steve and Lesley Belcher demonstrated that they have removed the unauthorized fill identified in Violation Three off of their property and onto Respondent Thad Woodin's property.
10. Respondent Steve and Lesley Belcher state that "promissory estoppel binds BCDC to its promise not to impose fines."
11. Respondent Steve and Lesley Belcher state that "consistent with *Leslie Salt* [*Leslie Salt v. BCDC* (1984) 153 Cal.App.3d 605], the Belchers cannot be penalized because they acted within a reasonable time."
12. Respondent Steve and Lesley Belcher state that "the Belchers cannot be penalized for the white boat because it was not on their land."
13. Respondent Steve and Lesley Belcher state that "BCDC has not complied with [Government Code] §66640.1 [of the McAteer-Petris Act]."
14. Respondent Steve and Lesley Belcher state that "facts alleged in the Violation Report should not be admitted because they were not supported by declarations."
15. Respondent Steve and Lesley Belcher state that "BCDC's penalties violate due process because they fund BCDC."
16. Respondent Steve and Lesley Belcher state that "BCDC regulations violate due process because they prevent effective cross-examination."

Staff Rebuttal

1. Respondent Kanady states that he "ha[s] no knowledge of any" allegations included in the Violation Report and Complaint and that he "ha[s] not visited [his property] in 20 years, so [he] ha[s] no knowledge of the current condition." BCDC may hold a landowner

strictly responsible for unauthorized bay fill placed on their property by third persons. (*Leslie Salt Co. v. San Francisco Bay Conservation and Development Com.* (1984) 153 Cal.App.3d 605, 612-618; Exhibit D). In *Leslie Salt*, the Court of Appeal analyzed section 66638 of the McAteer-Petris Act (MPA) which authorizes BCDC to issue cease and desist orders against any person or governmental agency that “has undertaken, or is threatening to undertake, any activity” that requires a BCDC permit. *Id.* at 612. Recognizing that denying BCDC’s ability to utilize its enforcement devices against landowners whose property contains fill placed there by others in violation of the MPA would materially impair BCDC’s ability to prevent and remedy haphazard and detrimental filling of the Bay, the court concluded that BCDC’s ability to issue cease and desist orders extends to landowners regardless of whether they actually placed the fill or had any knowledge of the existence of the fill activities. *Id.* at 605, 617. While the court in *Leslie Salt* refers specifically to BCDC’s enforcement authority to issue cease and desist orders, this reasoning logically applies also to another of BCDC’s enforcement devices, the imposition of administrative civil liability.

2. **Respondent Kanady states that “if the items on [his] property are owned by Thad Woodin, he acknowledged ownership of said items, and states that he will take responsibility for their removal” then Mr. Kanady should not have to take responsibility for the violation.** See the response to #1.
3. **Respondent Bill Woodin states that he “personally never deposited any fill” on his property and that he has “no knowledge” as to “when and by whom deposited material” came to be on his property.** See response to #1.
4. **Respondent Kittrell Estate states that “[t]he silver truck is not owned by any family member of the Kittrell Estate nor was it placed onto the Kittrell Estate property by any family member.”** See response to #1.
5. **Respondent Kittrell Estate states that they “had no confirmed knowledge of where the property line was located” and that “there seems to be a question on the exact location of the property line from the emails between Anne Usher and Chris Rodgers” such that BCDC “is saying that Thad’s truck is partially on our property but [BCDC’s] evidence of the location of the property lines could be flawed.”** Respondent Kittrell Estate questions the evidentiary sufficiency of BCDC staff’s determination that the silver truck was situated at least partially upon the Kittrell Estate’s property, but without providing any contrary evidence to rebut BCDC staff’s determination and underlying evidence. See response to #5.
6. **Respondent Kittrell Estate states that they were notified on February 28, 2025, of the silver truck being partially situated on the Kittrell Estate’s property but did not remove the truck to Thad Woodin’s adjoining property until July 26, 2025, because they were also told they “needed to wait until the levee was completely dried so that there would be no damage to the already failing levee” and “that Thad Woodin stated he was going**

to work on removing his vehicles, etc. [so] [s]ome time was spent waiting for Thad to move his silver truck on his own." See response to #4.

7. **Respondent Kittrell Estate states that "[w]e have complied within the 35 days of your request to remove the silver truck of your letter of July 8, 2025, even though it wasn't our truck and our responsibility."** Respondent Kittrell Estate mistakenly cites to the 35-day deadline identified in the Violation Report and Complaint for Administrative Civil Liability that was sent to Respondents on July 8, 2025, which deadline applies to the filing of the Statement of Defense form.
8. **Respondent Kitrell Estate states that "[w]e were not informed that if we removed the truck from our property that we could still be fined."** See response to #3.
9. **Respondents Steve and Lesley Belcher demonstrated that they have removed the unauthorized fill identified in Violation Three off of their property and onto Respondent Thad Woodin's property.** BCDC staff confirmed on August 1, 2025, that the unauthorized fill is on Respondent Thad Woodin's property but is still located within BCDC's shoreline band jurisdiction and the Primary Management Area. Therefore, while the Belchers no longer must take further action to resolve Violation Three, Respondent Thad Woodin remains responsible for removing the unauthorized fill to a legal disposal site or a location outside of BCDC's jurisdiction. The Belchers remain liable for any administrative civil penalties associated with the time period during which the fill was on their property.
10. **Respondent Steve and Lesley Belcher state that: "promissory estoppel binds BCDC to its promise not to impose fines"; "BCDC made a promise to the Belchers (they could remove the blue boat in summer without being fined); it should reasonably have expected that promise induce reliance (the Belchers would wait until summer, when it was safe to remove the boat); the Belchers did in fact detrimentally rely on the promise, and BCDC violated its promise (it imposed a fine)"; "fining people for not removing a boat *when it is unsafe to do so* is not in the public interest. Nor is it in the public interest to fine people who are cooperating with BCDC"; and "BCDC should not penalize people who cooperate."** The elements of promissory estoppel are not present here. Respondent Belchers have not even established the existence of a "promise," which must be "clear and unambiguous in its terms," and because "estoppel cannot be established from preliminary discussions and negotiations." (*Garcia v. World Savings, FSB* (2010) 183 Cal.App.4th 1031, 1044.) Furthermore, "the unauthorized promise of an employee does not constitute grounds for an estoppel as to the governmental body by which he or she is employed where the means and limitations on its power to act are prescribed by statute." (*Page v. City of Montebello* (1980) 112 Cal.App.3d 658, 669.) Even accepting the allegation in Respondent Steve Belcher's Declaration that on February 12, 2025 "[Anne Usher] agreed that it would be fine to remove the boat during that timeframe [late spring or early summer] and that there would be no fines or penalties if I did so [wait until then to remove the blue boat]," it is clear that any such suggestion was part of preliminary discussions and negotiations by a staff-level employee. Respondent Steve Belcher's Declaration

acknowledges that this telephone conversation occurred on the same day that he received the Initial Contact Letter, which was signed by Anne Usher and in the second-to-last paragraph states: "While this letter does not commence a formal enforcement proceeding, ***we reserve the right to take formal action, including imposing fines or penalties.***" (Emphasis added.) Given this express reservation of rights to pursue enforcement, it was not reasonable for Respondent Belchers to have relied upon any suggestion made in the telephone conversation with same BCDC staff who had provided a letter that directly conflicts with any such suggestion. At a minimum, this obvious discrepancy should have put Respondent Belchers on notice that there was no "clear and unambiguous" promise here. Furthermore, unlike *US Ecology, Inc. v. State of California*, 92 Cal.App.4th 113, the primary legal authority that Respondent Belchers cite to in support of their claim of promissory estoppel, critically missing from Respondent Belchers' claim of promissory estoppel is any elaboration as to how "the Belchers did in fact detrimentally rely on the promise." Legal Finding ZZ of the Civil Penalty Order expressly adjusts downward 20% the administrative civil penalty amount "on the basis of degree of culpability" and an ***additional*** 20% "on the basis of efforts to cooperate for Violation Three. Thus, Respondent Belchers' cooperative action in waiting to remove the blue boat until safe to do so in the summer has been taken into account in proposing a reduced penalty.

11. Respondent Steve and Lesley Belcher state that: "consistent with *Leslie Salt* [*Leslie Salt v. BCDC* (1984) 153 Cal.App.3d 605], the Belchers cannot be penalized because they acted within a reasonable time"; "as *Leslie Salt* explains, however, landowners are liable for failure to act *only if after a reasonable opportunity* they do not take reasonable steps"; and "here, the Belchers took reasonable steps (they removed the boats) within a very reasonable time (when the levee was dry enough to be safe). Consistent with *Leslie Salt*, therefore, they are not liable under § 66632(a)." In quoting *Leslie Salt*, Respondent Belchers omit a critical portion of the court's statement: "(a) the possessor knows or should know of the condition and the nuisance or unreasonable risk of nuisance involved, and (b) he knows or should know that it exists without the consent of those affected by it..." (153 Cal.App.3d 605, 619.) With this in mind, the court stated: "By the same reasoning, ***an owner of land*** such as Leslie, which independently knows or ***certainly should know*** if [sic] the existence of several hundred tons of detritus and other fill materials on its land, and which has in any event received notice thereof from BCDC, has the right to control such placement and may therefore be deemed a person who 'undertakes' that unlawful act within the meaning of the McAteer-Petris Act. (§ 66638.)" (*Id.* at 621.) As the property owner, Respondent Belchers should be deemed to have "constructive notice" (*i.e.*, should have known) that boats were situated upon their property as unpermitted fill. In *City of Turlock v. Bristow* (1930) 103 Cal.App. 750, the property owners contended that they were not served notice to abate a nuisance, which they alleged is a prerequisite to instituting an action for abatement. (*Id.* at 755.) In rejecting this argument, the court stated: "This was a continuing, visible, public nuisance which was permitted by the defendants to exist for many years. Under such circumstances they will be deemed to have had knowledge of the nuisance and notice thereof" and "[n]o specific notice to abate the nuisance in this case was necessary." (*Id.* at 755-56.) Similarly here, the abandonment of

the blue boat on Respondent Belchers' property constituted a continuing, visible, violation of BCDC's laws as unpermitted fill, which Respondents allowed to exist for many years. As reflected in Exhibit 3 of the Violation Report, BCDC staff documented abandonment of the blue boat on Respondents' property as of November 23, 2022. Under these circumstances, Respondents should be deemed to have had knowledge of the abandoned blue boat as unpermitted fill and notice thereof. Therefore, Respondent Belchers may be deemed a person who undertakes an unpermitted activity for purposes of Government Code sections 66632(a) and 66638(a) and may be subject to administrative civil liability "for each day in which that violation occurs or persists" as measured back starting from November 23, 2022. However, as explained in Legal Finding ZZ of the Civil Penalty Order, BCDC staff proposes adjusting downward the administrative civil liability by 20% because "staff communicated to Respondents Steve and Lesley Belcher that they should not remove the unauthorized fill until it was safe and environmentally responsible to do so (*i.e.*, late spring or summer)." As noted above in Staff Rebuttal 10, Respondent Belchers' cooperative action in waiting to remove the blue boat until safe to do so in the summer has been taken into account in proposing a reduced penalty.

- 12. Respondent Steve and Lesley Belcher state that: "the Belchers cannot be penalized for the white boat because it was not on their land"; "[the Solano County Parcel Viewer] map shows that it is outside the boundaries of the Belchers' property. The Belchers are not arguing that the map correctly shows where the true boundary is. On the contrary, the map appears to be wrong. But if the map is wrong it is not reliable evidence and should not be admitted"; and "the Belchers have submitted their own evidence, which is derived from the property description in their grant. That evidence shows that the white boat is well outside the boundary of their property."** Respondent Belchers offer an alternative methodology for determining the parcel boundaries based on "correspondence with a surveyor that one of their parcel corners is 50 feet from the centerline of a railway trestle that can be seen on Google Earth." However, the legal description of the parcel attached as Exhibit A of the grant deed (NEW EXHIBIT) makes no reference to the corner of Respondent Belchers' parcel being 50 feet from the centerline of a railway trestle, so the methodology used to measure "the 450-foot length in their grant deed" was not fully and solely "determined from the description in the grant deed." To the extent that Respondent Belchers' SOD disputes the extent of their property boundary that runs parallel to Montezuma Slough, the legal description in the grant deed specifies that this boundary runs "along [the] high water line." Therefore, the property boundary that runs parallel to Montezuma Slough would be much closer to (abutting) the slough than how the parcel line boundaries are depicted in the Solano County parcel viewer and on that basis would include the white boat. (This assumes that the parcel boundary line perpendicular to the waterline of Montezuma Slough is accurate as depicted in the Solano County parcel viewer, which BCDC staff acknowledges that Respondent Belchers dispute.) Regardless, even if the white boat were to be discounted from the Violation Report and Civil Penalty Order, any such concession would not materially alter the proposed Civil Penalty Order because the administrative civil penalty amount assessed against Respondent Belchers could still be determined solely on the basis of the violations associated with the blue boat.

- 13. Respondent Steve and Lesley Belcher state that: “BCDC has not complied with [Government Code] §66640.1 [of the McAteer-Petris Act]”; “there is no evidence that BCDC has complied with any of these [subdivisions (a)-(d) of section 66640.1], and some evidence showing that it has violated subsections (c) and (d)”; and “the penalty matrix, required by subsection (c), is found in BCDC’s Appendix J, its Administrative Civil Penalty Policy. The Violation Report provides a ‘summary of the penalty calculation methodology,’ but does not implement it.”** Preliminarily, Government Code section 66640.1 (“Section 66640.1”) does not provide a basis for undermining the validity of the Civil Penalty Order depending on whether BCDC has complied with Section 66640.1 or not. Even if BCDC had not complied with Section 66640.1, which it has, this statutory provision does not specify as a consequence that any future Civil Penalty Orders are deemed invalid or vacated. Consider that during the pendency of the 2020-21 fiscal year, when BCDC was to comply with the requirements of Section 66640.1, BCDC was still able to and in fact did pursue enforcement cases. In any case, BCDC has complied with Section 66640.1. A 2022 Q1/Q2 program update was provided by the then-Enforcement Policy Manager to the Commission at its July 7, 2022, meeting, the first Enforcement program update to the Commission following the deadline set in Section 66640.1. (NEW EXHIBIT.) Slide 2 entitled “Practical Effects of Procedural Improvements” specifically references “Case Review Procedure,” which directly pertains to the “procedure to ensure that managers perform a documented review of staff decisions in enforcement cases” per subdivision (a) of Section 66640.1. Slide 2 also references “Case Management Procedure Milestones,” and Slide 3 entitled “Case Management Improvements” specifically references “Enforcement Regulations revisions,” which directly pertains to “timeliness for resolving enforcement cases” per subdivision (b) of Section 66640.1. As admitted by Respondent Belchers, the penalty matrix required by subdivision (c) of Section 66640.1 is found at 14 CCR, Div. 5, App. J, BCDC’s “Administrative Civil Penalty Policy.” This policy satisfies subdivisions (c) and (d) of Section 66640.1, which require “a penalty matrix for assessing fines and civil penalties” and “a method for assessing civil penalties in cases involving multiple violations”, respectively. While Respondent Belchers disputes the penalty calculation methodology as applied to them, the assertion that the Violation Report “does not implement [the Administrative Civil Penalty Policy]” is inaccurate. Each required step of the policy that Respondent Belcher criticizes as “not applied to the Belchers” is in fact applied in the Civil Penalty Order. The Civil Penalty Order speaks for itself in that regard: step 1 (total initial base penalty and adjustments specific to violator) is reflected in Legal Findings DD and QQ; step 2 (degree of culpability) is reflected in Legal Findings JJ and ZZ; steps 3 (history of violations) and 4 (voluntary removal efforts and cooperation) are also reflected in Legal Finding ZZ.
- 14. Respondent Steve and Lesley Belcher state that: “facts alleged in the Violation Report should not be admitted because they were not supported by declarations”; and “the only people who can be cross-examined are those whose testimony is in a declaration. That makes sense because BCDC should be considering only evidence submitted under penalty of perjury.”** The logical conclusions drawn by Respondent Belchers are both

unnecessary and flawed. Respondent Belchers are correct that BCDC's regulations pertaining to enforcement hearing procedure specifically states: "Neither cross-examination nor direct examination shall be allowed of any person who has not submitted a declaration under penalty of perjury which has become part of the enforcement record..." (14 CCR § 11327(g).) However, the legal conclusion that Respondent Belchers draw from this fact is wholly unsubstantiated. Notwithstanding Respondent Belchers' unsubstantiated assertion, BCDC's regulations on admissibility of evidence in enforcement proceedings states: "**Any relevant evidence shall be admitted** if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make improper the admission of such evidence over objection in civil actions." (14 CCR § 11329(a) [emphasis added].) In other words, the rules of evidence which may apply in a civil court action do not govern BCDC administrative enforcement proceedings. Furthermore, this regulation cites as a reference authority Evidence Code section 351, which states: "Except as otherwise provided by statute, all relevant evidence is admissible." In line with this rule, 14 CCR section 11329(b) of BCDC's regulations allow for consideration of hearsay evidence. This regulation states that hearsay evidence "may be admitted and used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action or unless it is in the form of a declaration under penalty of perjury and the declarant is subject to cross-examination..." Therefore, Respondent Belchers' assertion that "BCDC should be considering only evidence submitted under penalty of perjury" is only accurate in relation to **hearsay evidence that might otherwise be relied upon to support a finding**.

15. Respondent Steve and Lesley Belcher state that: "BCDC's penalties violate due process because they fund BCDC"; and, quoting a US Supreme Court case, *Ward v. Village of Monroeville, Ohio*, 409 US 57 ("*Ward*"), "when a government official imposes penalties that go to fund that government agency, it creates a situation in which an official perform occupies two practically and seriously inconsistent positions, one partisan and the other judicial, and necessarily involves a lack of due process of law in the trial of defendants charged with crimes before him." The quote in Respondent Belchers' SOD to a portion of *Ward* is factually inapposite to the current situation. The context for the quote pertained to a situation where a mayor is vested with both judicial power, including fees and costs levied against alleged violators, as well as executive power, including responsibilities for village finances. However, the US Supreme Court distinguished that scenario from another case ("*Dungan*") in which a mayor had judicial functions, but very limited executive authority because a city manager, together with a five-member city commission for which the mayor was also a member, "exercised all executive powers." (*Id.* at 60-61.) The US Supreme Court concluded: "In those circumstances, this Court held that the Mayor's relationship to the finances and financial policy of the city was too remote to warrant a presumption of bias towards conviction in prosecutions before him as judge." (*Id.*) This situation is like *Dungan* and not at all like *Ward*. Respondent Belchers' claim that BCDC enforcement procedures violate due process on the basis of Government Code section 66647 ("Section 66647") is flawed. First, subdivision (a) expressly states: "**There is**

in the State Treasury a Bay Fill Clean-Up and Abatement Fund” (emphasis added). The moneys collected civilly under enforcement proceedings are not even paid to BCDC, but to the State Treasury. Furthermore, subdivision (b) limits money paid into this fund for use by BCDC “when appropriated by the Legislature,” indicating that BCDC does not have control of the money paid into the fund, which must be appropriated by the Legislature. Unlike *Ward*, there is no “union of the executive power and the judicial power” in the Commission with respect to imposing administrative civil liability and using money appropriated by the Legislature from the Bay Fill Clean-Up and Abatement Fund. Rather, like *Dungan*, the Commission’s relationship to using money appropriated from that fund is too remote to warrant a presumption of bias towards considering Civil Penalty Orders before the Commission in enforcement proceedings. In any event, subdivision (a)(3) of section 66647 expressly identifies “moneys collective civilly under any proceeding brought pursuant to [the MPA and SMPA]” as money sources to be paid into the fund. So, to the extent Respondent Belchers allege this setup violates due process, they are attacking the constitutionality of a statutory provision of the MPA. It is settled law that “Statutes are presumed to be constitutional and will be given a construction consistent with validity if at all possible.” (*Tos v. State* (2021) 72 Cal.App.5th 184, 195.)

- 16. Respondent Steve and Lesley Belcher state that: “BCDC regulations [14 CCR § 11322(b)] violate due process because they prevent effective cross-examination”; “this regulation prevents respondents from using cross-examination effectively. Because the witness knows what questions are coming, the witness can prepare beforehand”; and “this regulation is inconsistent with Evidence Code § 769, which specifies that ‘In examining a witness concerning a statement or other conduct by him that is inconsistent with any part of his testimony at the hearing, it is not necessary to disclose to him any information concerning the statement or other conduct.’”** Respondent Belchers’ arguments presuppose, without any justification, that BCDC’s administrative enforcement hearing procedures must adhere to judicial hearing procedures in a court of law. The law is clearly contrary to Respondent Belchers’ assertion: “There is no requirement under California law that, in an administrative hearing, an accused is entitled to cross-examine witnesses.” (*Doe v. Regents of University of California* (2016) 5 Cal.App.5th 1055, 1084 [“*Doe*”].) Even more directly on point, in the nuisance context (to which Respondent Belchers appeal – see Staff Rebuttal 11 above), a court held: “Balancing the probable value, if any, of a right of cross-examination in administrative nuisance abatement proceedings against the fiscal and administrative burdens that cross examination would entail [citations omitted], we conclude that such a right is not mandated by the due process clause.” (*Mohilef v. Janovici* (1996) 51 Cal.App.4th 267, 301.) Here, BCDC’s regulations actually do afford a limited opportunity for cross-examination and are otherwise consistent with the aforementioned judicial principles. While subdivision (b) of 14 CCR section 11322 (“Section 11322”) allows a respondent to request cross-examination, subdivision (b) of 14 CCR section 11329 limits respondent’s *right* to cross-examination to a declarant who introduces evidence into the record in the form of a declaration under penalty of perjury. This right to cross-examine a declarant is intended to provide a fair procedure by which Respondent Belchers may question the declarant’s statements. Furthermore, the parameters governing the ability to

cross-examine that Respondent Belchers criticize in subdivision (b) of Section 11322 are intended to reasonably balance the probable value of cross-examination against the burdens that cross-examination would entail. For the above reasons, Respondent Belchers' request to cross-examine BCDC staff should be rejected in full. None of the subjects that Respondent Belchers desire to cross-examine BCDC staff about constitute hearsay evidence. Nor has any BCDC staff submitted declarations under penalty of perjury, a necessary precondition in order for a respondent to request cross-examination pursuant to subdivision (b) of Section 11322 and subdivision (g) of 14 CCR section 11327. Nor has Respondent Belchers even satisfied the specific elements required in subdivision (b) of Section 11322 to request cross-examination, including among other things "the reasons the respondent believes that the information can best be provided by cross-examination rather than by the submittal of declarations or other written evidence." Finally, "as a general proposition, administrative regulations are said to be 'shielded by a presumption of regularity' and presumed to be 'reasonable and lawful.' The party challenging such regulations has the burden of proving otherwise." (*Foster v. Britton* (2015) 242 Cal.App.4th 920, 933.) In light of the above discussion, Respondent Belchers have not satisfied their burden of proving that BCDC's regulations violate due process.

Unresolved Issues

There are no unresolved issues.

Previous Enforcement Actions

No prior enforcement actions have been taken in this matter.

Recommendation

The Executive Director recommends that the Enforcement Committee adopt this Recommended Enforcement Decision and recommend that the full Commission issue the proposed Cease and Desist and Civil Penalty Order.

For Violation One, unauthorized fill consisting of a barge at the bottom of the Montezuma Slough and a partially submerged recreational vessel in the Montezuma Slough within BCDC's Bay jurisdiction and the Primary Management Area, BCDC staff have determined that the gravity of harm is major, and the extent of deviation from the statutory requirement to remove the unauthorized fill is major. For Violation Two, unauthorized fill consisting of an abandoned car, silver trailer, and boat, in addition to plastic containers and other trash in the shoreline band and Primary Management Area, BCDC staff have determined that the gravity of harm is moderate, and the extent of deviation from the statutory requirement to remove the unauthorized fill is major. For Violation Three, unauthorized fill consisting of a small, blue recreational vessel and additional recreational vessel in the shoreline band and Primary Management Area, BCDC staff have determined that the gravity of harm is moderate, and the extent of deviation from the statutory requirement to remove the unauthorized fill is moderate. For Violation Four, unauthorized fill consisting of an Argo (small amphibious craft), two boats, and a large lawn mower in the shoreline

band and Primary Management Area, BCDC staff have determined that the gravity of harm is moderate, and the extent of deviation from the statutory requirement to remove the unauthorized fill is moderate. For Violation Five, unauthorized fill consisting of a green truck, an automobile, four boats, and an ATV in the shoreline band and Primary Management Area, BCDC staff have determined that the gravity of harm is moderate, and the extent of deviation from the statutory requirement to remove the unauthorized fill is moderate. For Violation Six, unauthorized fill consisting of a silver truck in the shoreline band and Primary Management Area, BCDC staff have determined that the gravity of harm is moderate, and the extent of deviation from the statutory requirement to remove the unauthorized fill is minor.

BCDC staff believes that the nature and extent of harm caused by these violations is significant. The Bay and shoreline in this area contain various large and small vehicles, machines, and other debris in varying stages of decay. As the unauthorized fill breaks down, they may leach harmful chemicals into the Montezuma Slough, a part of the Suisun Marsh, which provides habitat for resident and migratory fish and wildlife and plays an important role in providing wintering habitat for waterfowl of the Pacific Flyway or onto Van Sickle Island, an area of managed wetlands in the Suisun Marsh. (Cal. Pub. Res. Code § 29002). While staff believes the area can be restored, the introduction of pollutants to the Montezuma Slough and Van Sickle Island cannot be undone.

BCDC staff have assessed the Respondents degree of culpability, history of violations, resolution efforts, any economic benefit to the violators, violators' ability to pay, costs to the state in pursuing the enforcement action, and other facts as justice may require.

Staff believes that circumstances outside of Respondents' control may lessen their degree of culpability for each violation. The Solano County Sheriff's Office report, dated August 26, 2017, indicates that one of the mooring lines connecting Thad Woodin's barge to the shoreline broke, causing the barge to move into a 90-degree angle in the Montezuma Slough and ultimately sinking. (VR&C Exhibit 7). While it was Thad Woodin's responsibility to ensure the barge and recreational vessel were securely moored, staff believes that a downward adjustment is proper for Violation One, as the sunken barge appears to be the result of an accident or inadvertent omission. With respect to all other violations, staff previously communicated to Respondents that they should not yet remove the unauthorized fill due to unsafe conditions of the levee road during wet seasons and the environmentally sensitive nature of the area. Staff requested that each Respondent refrain from moving the unauthorized fill until it was safe and environmentally responsible to do so (*i.e.*, in late spring or summer). Staff believes that a downward adjustment for Violations Two, Three, Four, Five, and Six is appropriate on the basis that Respondents refrained from removing the unauthorized fill for a period of time on the advice of staff and that the timeframe during which Respondents could safely and responsibly remove the unauthorized fill was at times out of their control.

Additionally, Respondent Thad Woodin admitted to owning or placing all unauthorized fill identified in each violation, with the exception of a small recreational vessel located on his property. (VR&C Exhibit 9). Although Respondents Steve and Lesley Belcher, Kanady, Bill Woodin, and Kittrell Estate are responsible for abating any violations of the MPA and SMPA on their respective properties as property owners, staff believes that a downward adjustment is

appropriate on the basis that the violations were the result of inadvertent omissions on the part of the property owners to survey their properties to identify and remove fill placed by Respondent Thad Woodin.

Staff believes that the efforts to cooperate and resolve the violations on the part of Respondents Steve and Lesley Belcher, Bill Woodin, and Kittrell Estate support an additional downward adjustment because these Respondents have cooperated with the investigation in a timely manner and engaged in efforts to resolve Violations Three, Five, and Six, including planning to remove the fill as soon as possible.

Staff does not believe that Respondents derived any economic benefit from the placement of unauthorized fill on their respective properties. However, it is Respondents' burden to demonstrate an inability to pay, and Respondents did not introduce any such evidence into the record as part of their timely SODs.

Based on these penalty factors, staff finds Violation One is eligible for a \$1900 penalty per day, with a start date for this violation on August 26, 2017, when the Solano County Sheriff's Office verified the existence of the sunken barge, and the violation has persisted for over 2,800 days.² Thus, Violation One is subject to the maximum allowable penalty of \$30,000, however, staff believes a five percent downward adjustment is appropriate based on Respondent Thad Woodin's degree of culpability.

Further, staff finds that Violation Two is eligible for a \$1400 penalty per day, Violation Three is eligible for a \$800 penalty per day, Violation Four is eligible for a \$900 penalty per day, Violation Five is eligible for a \$800 penalty per day, and Violation Six is eligible for a \$250 penalty per day, with the start date for each violation on November 23, 2022, when BCDC staff verified the existence of these violations. These violations have persisted for over 900 days. Thus, each violation is subject to the maximum allowable penalty of \$30,000, however, staff believes the following downward adjustments are appropriate based on Respondents' degree of culpability and efforts to cooperate:

- Violation Two (Thad Woodin): 10 percent downward adjustment based on degree of culpability.
- Violation Three (Thad Woodin and Steve and Lesley Belcher): 20 percent downward adjustment based on degree of culpability and 20 percent downward adjustment based on efforts to cooperate.
- Violation Four (Thad Woodin and Allen Kanady): 15 percent downward adjustment based on degree of culpability.

² Although BCDC staff was confirmed the existence of the partially submerged recreational vessel – also included in Violation One – on September 24, 2024, the appropriate start date for Violation One is August 26, 2017. The recreational vessel was added to Violation One because of the proximity of the vessel to the sunken barge. Moreover, the addition of the recreational vessel to Violation One did not impact Respondent Thad Woodin's administrative civil penalty liability as the administrative civil penalty maximum was already reached due to the length of time that Respondent Thad Woodin's barge was in the Montezuma Slough.

- Violation Five (Thad Woodin and Bill Woodin): 20 percent downward adjustment based on degree of culpability and 20 percent downward adjustment based on efforts to cooperate.
- Violation Six (Thad Woodin and Kittrell Estate): 20 percent downward adjustment based on degree of culpability and 20 percent downward adjustment based on efforts to cooperate.

Accordingly, the following administrative civil penalties are appropriate: \$28,500 for Violation One; \$27,000 for Violation Two; \$18,000 for Violation Three; \$25,500 for Violation Four; \$18,000 for Violation Five; and \$18,000 for Violation Six. Therefore, the total administrative liability is \$135,000.

A proposed Cease and Desist and Civil Penalty Order consistent with this recommendation is attached (Exhibit A).

Proposed Order CCD2025.001.00

Proposed Cease and Desist and Civil Penalty Order CCD2025.001.00 consistent with this recommendation is attached (Exhibit A), along with the Violation Report and Complaint dated July 8, 2025 (Exhibit B), Respondents' Statement of Defense or other correspondence (Exhibits C1-C4), *Leslie Salt Co. v. San Francisco Bay Conservation and Development Com.* (1984) 153 Cal.App.3d 605 (Exhibit D), and August 6, 2025 email correspondence from Solano County Sheriff's Office (Exhibit E).

Attachments: RED Exhibit A: Proposed Cease and Desist and Civil Penalty Order CCD2025.001.00

RED Exhibit B: Violation Report and Complaint with exhibits

RED Exhibit C1: Allen Kanady Statement of Defense

RED Exhibit C2: Belcher Email Correspondence, dated July 9, 2025

RED Exhibit C3: William Woodin Statement of Defense

RED Exhibit C4: Kittrell Estate Statement of Defense

RED Exhibit C5: Belchers Statement of Defense, including Declarations

RED Exhibit D: *Leslie Salt Co. v. San Francisco Bay Conservation and Development Com.* (1984) 153 Cal.App.3d 605

RED Exhibit E: Email Correspondence from Solano County Sheriff's Office, dated August 6, 2025

RED Exhibit F: Belchers Grant Deed

RED Exhibit G: 2022 Q1/Q2 Enforcement Program Update

Exhibit H: 2025.08.12 BCDC Staff Site Visit

Enforcement Committee Recommendation to the Full Commission:

Please check one of the three boxes indicating your decision, then sign and return the memorandum to BCDC Staff:

☐ By a vote of ___ yeses, ___ noes, and ___ abstentions, the Enforcement Committee adopts the Executive Director's Recommended Enforcement Decision as its recommendation to the full Commission.

☐ By a vote of ___ yeses, ___ noes, and ___ abstentions, the Enforcement Committee conditionally adopts the Executive Director's Recommended Enforcement Decision as its recommendation to the full Commission as specified in the attached memorandum.

☐ By a vote of ___ yeses, ___ noes, and ___ abstentions, the Enforcement Committee declines to adopt the Executive Director's Recommended Enforcement Decision and recommends that the full Commission decline to issue the proposed Cease and Desist and Civil Penalty Order for the reasons specified in the attached memorandum.

MARIE GILMORE, Enforcement Committee Chair
San Francisco Bay Conservation and Development Commission

Date: