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10 Attorneys for Plaintiffs  
11 COMMUNITY HEALTH WATCH and  
12 GLOBAL COMMUNITY MONITOR

13 UNITED STATES DISTRICT COURT  
14  
15 EASTERN DISTRICT OF CALIFORNIA  
16  
17 SACRAMENTO DIVISION

18 COMMUNITY HEALTH WATCH, a California  
19 unincorporated association; GLOBAL  
20 COMMUNITY MONITOR, a California non-profit  
21 corporation,

22 Plaintiffs,

23 v.

24 COLLINS PINE COMPANY, a Oregon  
25 corporation; and DOES 1-25

26 Defendants.

Civil Case No.:

**[PROPOSED] CONSENT DECREE  
AND [PROPOSED] ORDER**

**(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 *et seq.*; California  
Health and Safety Code §§ 25249.5 *et  
seq.*)**

1 **CONSENT DECREE**

2 The following Consent Decree is entered into by and between Plaintiffs Community Health Watch and  
3 Global Community Monitor and Defendant Collins Pine Company. The entities entering into this  
4 Consent Decree are each individual “Settling Parties” and individually “Settling Party”;

5  
6 WHEREAS, Community Health Watch (“CHW”) is an unincorporated citizen group located in Chester,  
7 California. The mission and focus of CHW is to protect the combined social, health, environmental and  
8 cultural conditions that influence individuals and the community in the Chester and Lake Almanor area  
9 of Plumas County, California;

10  
11 WHEREAS, Global Community Monitor (“GCM”) is a non-profit public benefit corporation organized  
12 under the laws of California. GCM’s purpose and mission is to protect the global environment through  
13 education, community mobilizing, and training and support in the use of environmental monitoring tools  
14 to understand the impact of discharged pollutants on their health and the environment. This work  
15 focuses on disempowered communities harmed by serious air and water pollution from industrial  
16 sources;

17  
18 WHEREAS, CHW and GCM are collectively referred to herein as “Plaintiffs”;

19  
20 WHEREAS, the Collins Pine Company is a corporation formed under the laws of Oregon, and operates  
21 a sawmill and biomass conversion steam power electricity-generating facility at 500 Main Street,  
22 Chester, CA 96020 (“Facility”);

23  
24 WHEREAS, Collins Pine Company is individually referred to herein as “Defendant”;

25  
26 WHEREAS, as part of the operations, the Facility allegedly discharged and discharges wastewater and  
27 stormwater into Stover Ditch, a tributary of Lake Almanor and the North Fork Feather River;

1  
2 WHEREAS, the Facility's discharges are authorized and governed by National Pollutant Discharge  
3 Elimination System ("NPDES") Permit No. CA0004391, as amended by Waste Discharge Requirements  
4 for the Collins Pine Company Chester Sawmill Plumas County Order No. R5-2009-0015, including for  
5 the purposes of this agreement the entered Time Schedule Order R5-2015-0007 and as amended by any  
6 valid order issued by the State Water Resources Control Board and Regional Water Quality Control  
7 Board, ("Individual Permit") and the California State Water Resources Control Board's Water Quality  
8 Order No. 97-03-DWQ, National Pollution Discharge Elimination System General Permit No.  
9 CAS000001, General Permit for Storm Water Discharges Associated with Industrial Activities  
10 Excluding Construction Activities effective July 1, 2015 ("Storm Water Permit"), and the Federal Water  
11 Pollution Control Act, 33 U.S.C. §§ 1251, et seq. ("Clean Water Act" or "CWA"), Sections 301(a)(b),  
12 303(d), 304(a), (b), (e) and (p), 307(a), 402(a), (o) and (p), 33 U.S.C. § 1311(a);

13  
14 WHEREAS, Defendant's Individual and Storm Water Permits include renewals, reissuances or  
15 issuances of those individual or general permits, respectively, anticipated to occur during the life of the  
16 Consent Decree;

17  
18 WHEREAS, as part of its operations, Defendant allegedly discharged into Stover Ditch, Lake Almanor  
19 and the North Fork Feather River chemicals known to the State of California to cause cancer or  
20 reproductive harm under the Safe Drinking Water and Toxic Enforcement Act of 1986, more commonly  
21 known as Proposition 65 ("Proposition 65" or "Prop. 65"), (California Health & Safety Code §§ 25249.5  
22 - 25249.13), and its implementing regulations;

23  
24 WHEREAS, on November 4, 2014, Plaintiffs served Defendant with 60-day notices of intent to sue and  
25 notice of violation ("Notice Letters"), with copies to the United States Environmental Protection Agency  
26 ("EPA"), EPA Region IX, the State Water Resources Control Board ("State Board"), the Regional Water  
27 Quality Control Board ("Regional Board"), stating their intent to file suit for violations of the Clean  
28

1 Water Act, and the California Office of the Attorney General, and District Attorneys for Plumas, Butte,  
2 Sacramento, Sutter, Yolo and Yuba Counties stating their intent to file suit for violations of California  
3 Health and Safety Code § 25249.5 et seq. (California Safe Drinking Water and Toxic Enforcement Act,  
4 a.k.a. "Proposition 65"). The Proposition 65 Notice Letter alleged knowing discharges of Proposition  
5 65-listed chemicals into drinking water sources. The Notice Letters alleged violations of the Clean  
6 Water Act and Proposition 65 for Defendant's discharges of pollutants into Stover Ditch, Lake Almanor  
7 and the North Fork Feather River in violation of their Individual Permit and Storm Water Permit;

8  
9 WHEREAS, on January 8, 2015, Plaintiffs filed a complaint under section 505(a)(1) of the Clean Water  
10 Act, 33 U.S.C. § 1365(a)(1) and California Health & Safety Code §§ 25249.5 and 25249.7(d)(1), against  
11 Defendant in the United States District Court, Eastern District of California (Case No. 2:15-cv-00059-  
12 TLN-AC) entitled Community Health Watch, et al. v. Collins Pine Company, et al., ("Complaint");

13  
14 WHEREAS, Defendant denies it has violated or is violating the Clean Water Act or the Safe Drinking  
15 Water and Toxics Enforcement Act, and denies all allegations in the Complaint;

16  
17 WHEREAS, the Settling Parties agree that it is in their mutual interests to enter into a Consent Decree  
18 setting forth terms and conditions appropriate to resolving the allegations set forth in the Complaint  
19 without further proceedings;

20  
21 WHEREAS, it is the express purpose of the Settling Parties entering into this Consent Decree to protect  
22 and enhance the water quality of the Lake Almanor Basin and North Fork Feather River, further the  
23 objectives set forth in the Clean Water Act and Safe Drinking Water and Toxics Enforcement Act and to  
24 resolve those issues alleged by the Plaintiffs in their Complaint;

25  
26 NOW, THEREFORE, without the trial of any issue of fact or law, upon consent of the Settling Parties,  
27 and upon consideration of the mutual promises contained herein,

1  
2 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:**

3  
4 1. Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* (“Clean Water Act” or  
5 “CWA”). *See* 33 U.S.C. § 1365. This Court has subject matter jurisdiction over the parties and this  
6 action pursuant to 33 U.S.C. § 1365(a)(1) and 28 U.S.C. §§ 1331 and 2201 (an action for declaratory  
7 and injunctive relief arising under the Constitution and laws of the United States).

8 2. This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §  
9 1367(a) because the state law claims are related to the federal law claims and form part of the same case  
10 or controversy. Such state law claims include a claim under California Health & Safety Code §§  
11 25249.5 *et seq.*, the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”).

12 3. Venue is appropriate in the Eastern District of California pursuant to Section 505(c)(1) of  
13 the CWA, 33 U.S.C. §1365(c)(1), because the Facility where the alleged violations took place is located  
14 within this District.

15 4. The Complaint states a claim upon which relief may be granted against Defendant  
16 pursuant to Section 505 of the CWA, 33 U.S.C. § 1365 and California Health & Safety Code § 25249.5  
17 *et seq.*

18 5. Plaintiffs have standing to bring this action.

19 6. Review by the Court, the State of California, and the United States. No later than fifteen  
20 (15) days after the Settling Parties have fully executed this Consent Decree, Plaintiffs shall lodge this  
21 Consent Decree with the Court and provide it to the State of California and the United States for review  
22 and comment pursuant to, 11 C.C.R. §§ 3003(a) and (b), and 3008 (a)(2), 33 U.S.C. Section 1365(c)(3)  
23 and 40 C.F.R. Section 135.5. If the Court, the State of California, or the United States comment on the  
24 Consent Decree the Settling Parties agree to meet and confer to discuss such comments for a period not  
25 to exceed sixty (60) days and attempt to modify the Consent Decree as necessary to obtain entry of the  
26 Consent Decree. If the Settling Parties do not agree to modify the Consent Decree during the meet and  
27 confer or if the Consent Decree is not otherwise entered by the Court within one hundred and eighty  
28

1 (180) days after submission, the Consent Decree shall be null and void, and the Settling Parties shall  
2 retain all rights they had in this litigation before the lodging of the Consent Decree.

3 7. Until this Consent Decree is terminated pursuant to paragraphs 42-45, below, this Court  
4 shall retain jurisdiction over this matter for the purposes of enabling the Settling Parties to apply to the  
5 Court for any further order that may be necessary to construe, carry out, enforce compliance and/or  
6 resolve any dispute regarding the terms or conditions of this Consent Decree and any future  
7 modifications agreed to in writing by the Settling Parties, including, but not limited to, termination of  
8 this Consent Decree, and/or for granting any further relief as applicable law may require and for as long  
9 as it is necessary for the Court to resolve any motion to enforce this Consent Decree.

10 **I. OBJECTIVES**

11 8. It is the express purpose of the Settling Parties to further the objectives set forth in the  
12 Clean Water Act, 33 U.S.C. §§ 1251, *et seq.* and California Health & Safety Code § 25249.5 *et seq.*, and  
13 to resolve those issues alleged by Plaintiffs in their Complaint. In light of these objectives and as set  
14 forth fully below, Defendant agrees, *inter alia*, to comply with the provisions of this Consent Decree and  
15 to comply with the requirements of the Individual and Storm Water Permits with respect to process  
16 wastewater, stormwater discharges, including pollution control and treatment technology and Best  
17 Management Practices ("BMPs"), which must be designed, implemented, operated, and managed to  
18 prevent non-permitted discharges and to reduce contamination in wastewater effluent and stormwater  
19 discharged from the Facility sufficient to comply with all terms and conditions of the Facility's Storm  
20 Water Permit and Individual Permit, including numeric effluent limitations, and all terms and conditions  
21 of any future renewals, reissuances or issuances of the Individual Permit, Storm Water Permit during the  
22 life of this Consent Decree.

23 **II. COMMITMENTS OF THE SETTLING PARTIES**

24 **A. Compliance with Facility's Individual Permit for Effluent and Its Storm Water Permit**

25 9. Defendant will replace the existing Wet Electrostatic Precipitator with a Dry Electrostatic  
26 Precipitator or equivalent dry control technology (the "Dry APCD") to be fully operational by January  
27 31, 2017. Should there be a delay in meeting that time requirement, due to Force Majeure reasons as  
28

1 described in paragraph 54, the Settling Parties will meet and confer to see what, if any, necessary and  
2 appropriate time extension should be allowed. Should an agreement not be reached, the procedures in  
3 the Dispute Resolution section shall apply.

4 10. By no later than January 31, 2017, Defendant will either eliminate the use of process  
5 wastewater for watering of stored logs or perform testing of the water to demonstrate that it is clean and  
6 suitable for stored log watering, sprinkling, wetting or reconditioning (collectively referred to as  
7 “watering”). For purposes of the portions of this Consent Decree relating to log watering, “process  
8 wastewater” does not include cooling water that does not come in contact with process materials or  
9 waste (i.e., non-contact cooling water). Should Defendant continue the use of process wastewater for  
10 stored log watering after January 31, 2017, the testing schedule, methodology, and standards will be  
11 executed as detailed in paragraph 11, below. Testing frequency shall decrease if the testing results  
12 demonstrate that the process wastewater samples, of water to be used for stored log deck watering, are  
13 clean, as defined in paragraph 11, below. Process wastewater testing under this provision is only  
14 required if process wastewater is used for stored log watering. Process wastewater testing for process  
15 wastewater discharged to Stover Ditch will continue under the provisions of the Individual Permit.

16 11. The testing schedule and methodology for testing process wastewater for use in stored  
17 log watering, if Defendant chooses to use process wastewater for this purpose, is as follows: Defendant  
18 will route all process water intended for stored log watering to the Log Pond. Defendant will test the  
19 process wastewater intended for use in stored log watering prior to discharge into the Log Pond. Testing  
20 shall be of the parameters and on the schedule specified in **Exhibit A** to this Consent Decree. Defendant  
21 may discharge process water to the Log Pond for use in stored log watering on any day where all of the  
22 most recent tests identified in **Exhibit A** were compliant with the numeric effluent limitations in **Exhibit**  
23 **A**. If testing indicates any parameter is noncompliant with the limits in **Exhibit A**, then Defendant shall  
24 take corrective action and not discharge water to the Log Pond again until compliance is documented  
25 with the numeric effluent limitation that failed. If Defendant shows that three consecutive months of  
26 samples required to be collected on a daily, weekly or monthly basis do not exceed the numeric effluent  
27 limitation in **Exhibit A** for a parameter, then further sampling of the discharge to the Log Pond is not  
28

1 required for that parameter. If two consecutive samples required to be collected on a quarterly or annual  
2 basis do not exceed the numeric effluent limitation in **Exhibit A** for a particular parameter, then further  
3 sampling of the discharge to the Log Pond is not required for that parameter. Sampling of parameters  
4 sampled on a weekly or monthly basis but for which no limit is identified in **Exhibit A** may stop when  
5 sampling is no longer required for any other daily, weekly or monthly parameter. Sampling of  
6 parameters sampled on a bi-quarterly or annual basis but for which no limit is identified in **Exhibit A**  
7 may stop when sampling is no longer required for any other quarterly or annual parameter.

8 12. Defendant will comply with the terms of the Individual Permit including numeric effluent  
9 limitations (presently contained in Section IV of the Individual Permit and Section 2 of Time Schedule  
10 Order R5-2015-0007) for all discharge requirements from EFF-001 (the only authorized discharge point)  
11 or any other process water discharge point.

12 13. Defendant shall burn solely clean cellulosic biomass, which includes hogged wood, bark,  
13 chips, clean woody material, agricultural crops or residues, yard debris, and fuels pursuant to California  
14 Public Resources Code § 40106. Diesel #2 and/or propane can also be burned in the boiler during  
15 startup. No solid, hazardous or nonhazardous, waste whatsoever, other than clean cellulosic biomass,  
16 will be burned in the boiler.

17 14. Discharge of process wastewater to the west gravel pit shall be prohibited, and Defendant  
18 shall provide photographs demonstrating process wastewater discharges to the west gravel pit have  
19 ceased and cannot be restarted by no later than 10 days after the Effective Date.

20 15. Defendant shall install a structural cover, no later than September 1, 2016, over the ash  
21 storage area(s) with sufficient protection of the ash pile to prevent precipitation landing on, infiltrating,  
22 or affecting the ash while the ash is being staged for eventual removal for land application. By no later  
23 than September 1, 2016, Defendant shall provide documented proof of the structural covering and the  
24 effectiveness of the structure at preventing exposure of ash to storm water or snow, preventing  
25 infiltration of storm water and snow into the ash, and preventing ash-containing storm water discharges.

26 16. Defendant shall either store under cover or remove from the Facility all abandoned or  
27 broken equipment, scrap metals or other equipment no longer considered for future use, and provide  
28



1 documented proof and photographs of the successful clean-up efforts to Plaintiffs no later than  
2 September 1, 2016.

3 17. After the Effective Date, Plaintiffs agree not to object to Defendant's efforts in pursuit of  
4 securing permits for the foreseen dry APCD technology or other actions taken by Defendant consistent  
5 with or in implementation of the terms of this Consent Decree.

6 18. No later than 21 days after the Effective Date of this Consent Decree, Plaintiffs shall  
7 withdraw its petition for review of the Time Schedule Order adopted on February 6, 2015 (R5-2015-  
8 0007) by the Regional Board. Plaintiff(s) will not oppose Defendant's orderly and expedient transition  
9 to the Dry APCD.

10 19. If, by December 1, 2016, as a result solely of delay caused by regulatory agencies or  
11 other factors beyond Defendant's control and subject to force majeure provisions in paragraph 54,  
12 Defendant reasonably believes that it might not complete installation and startup of the Dry APCD, and  
13 cease all discharges of process wastewater from the Wet APCD, by January 31, 2017, the Settling  
14 Parties shall confer regarding the status of the Consent Decree, including, but not limited to, the  
15 possibility of extending the time to install a fully operational Dry APCD by an additional six months.

16 20. Defendant agrees to engage in good faith and best efforts to install, prior to January 31,  
17 2017, a fully operational Dry APCD as a replacement to the Wet Electrostatic Precipitator and eliminate  
18 process waste water discharges from the Wet Electrostatic Precipitator, in accordance with paragraphs 9.  
19 If the Facility boiler is not operating on January 31, 2017, the January 31, 2017 deadline is extended  
20 until the next day that the boiler commences operation. In the event that, despite the Settling Parties'  
21 best efforts, the Dry APCD is disapproved by the necessary regulatory agencies, Defendant will, within  
22 30 days of disapproval of the Dry APCD meet and confer with Plaintiffs regarding process waste water  
23 discharges and structural controls to prevent polluted discharges in excess of the effluent limits in the  
24 Individual Permit and Proposition 65, and pollutant recovery and treatment options that Defendant has  
25 not yet tried, which Defendant shall employ at the Facility during the remaining life of this Consent  
26 Decree.

27 ///

1           **B. Stormwater Sampling and Monitoring Plan**

2           21.     The Facility has three storm water discharge points (SW01, SW02 and SW03) identified  
3 in Figure 3 of its Storm Water Pollution Prevention Plan signed July 16, 2014 (“SWPPP”) and prepared  
4 pursuant to the Storm Water Permit (the “Storm Water Discharge Points”). Defendant shall collect and  
5 analyze stormwater samples from all of the Storm Water Discharge Points experiencing a qualified  
6 discharge. Sampling required by this paragraph is limited to two Qualifying Storm Events (“QSE”)  
7 within the first half of each reporting year (July 1 to December 31) and two QSEs during the second half  
8 of the reporting year (January 1 to June 30), if such QSEs and discharges occur (hereinafter “Stormwater  
9 Samples”). For the purpose of this Consent Decree, QSEs are defined as a precipitation event: (1) that  
10 produces a discharge from at least one of the Storm Water Discharge Points; and (2) that is preceded by  
11 48 hours with no discharge from any of the Storm Water Discharge Points.

12           22.     If Defendant makes engineering changes that cease all discharges from one or more of  
13 the Storm Water Discharge Points, Defendant shall, as part of the quarterly report, provide Plaintiffs  
14 with documentation demonstrating the existing Storm Water Discharge Point(s) that will no longer be  
15 used.

16           23.     Defendant shall take any Stormwater Sample within the first four hours of the start of the  
17 discharge resulting from a QSE, or at the start of Facility operations where the discharge resulting from  
18 a QSE began within the previous 12-hour period. The Facility's operating hours are defined to mean  
19 5:00 a.m. to 1:30 p.m. Monday through Friday.

20           24.     Defendant shall collect Stormwater Samples using all appropriate Quality Assurance and  
21 Quality Control (“QA/QC”) procedures, and send the samples to a state-certified laboratory for analysis.  
22 For all Storm Water Discharge Points, Defendant shall analyze Stormwater Samples for Total  
23 Suspended Solids (“TSS”), oil and grease (“O&G”), pH, Chemical Oxygen Demand (“COD”) and zinc.  
24 Defendant shall provide the results of the samples' analysis to Plaintiffs (via email) within fourteen days  
25 of receiving the results. Plaintiffs shall provide confirmation to Defendant upon receipt of the sample  
26 results.

27     ///

1           **C.     Plaintiffs' Compliance Monitoring**

2           25.     Annual Site Inspections. Every year during the life of this Consent Decree up to a total of  
3 three Plaintiffs' representatives (including an attorney and/or consultants) may conduct one Wet Season  
4 (September 1 through May 31) site inspection and one Dry Season site inspection (June 1 through  
5 August 30) at the Facility.

6           26.     Site inspections shall occur between 7:00 am and 1:30 pm on any week day and Plaintiffs  
7 shall provide Defendant with as much notice as possible, but at least 24 hours notice prior to a Wet  
8 Season site inspection, and seven days notice prior to a Dry Season site inspection. Plaintiffs shall  
9 provide notice by telephone and electronic mail to the persons identified in paragraph 60.

10          27.     During the site inspection, Defendant shall allow Plaintiffs and/or their representatives  
11 access to the Facility's SWPPP, Monitoring and Reporting Plan ("M&RP"), Individual Permit, effluent  
12 and stormwater monitoring records, and to all stormwater and effluent monitoring reports and data for  
13 the Facility. Plaintiffs also shall be allowed to visit all of the Facility's discharge points, boiler house,  
14 ash storage area, west gravel pit, any surface impoundment, or log decks, so long as Defendant believes  
15 it is safe to do so, as well as the locations of any BMPs implemented at the Facility. Defendant's  
16 determination of safe or unsafe conditions must be reasonable and made in good faith. If Defendant  
17 determines it is not safe to visit the Facility's discharge points, Defendant will arrange for Plaintiffs'  
18 representatives to observe the discharge points from the safest vantage point available. During the Wet  
19 Season site inspection, Plaintiffs and/or their representatives may obtain from Defendant's  
20 representative split samples of effluent and stormwater discharges from the Facility's Storm Water  
21 Discharge Points, and Plaintiffs' representative(s) may observe the split sample(s) being collected by  
22 Defendant's representative. Any split samples collected during site inspections will be collected at  
23 Plaintiffs' request and direction. If Plaintiffs intend to request a split sample of effluent or stormwater  
24 discharge, Plaintiffs must coordinate their site inspection with when Defendant's third party sampling  
25 company is on site.

26          28.     If Plaintiffs' representative notices a QA/QC issue with the sample-taking procedure at  
27 the time it is being taken, and if the representative immediately notifies Defendant and Defendant's third  
28

1 party sampling company representative, then Defendant's third party sampling company's representative  
2 will immediately take an additional sample at Plaintiffs' request, correcting for the issue raised by  
3 Plaintiffs' representative. Once the sample is collected, Defendant's third party sampling company  
4 representative will then be responsible for delivering the sample to a certified laboratory. Plaintiffs shall  
5 provide Defendant copies of their split sample results as well as all laboratory back up and chain of  
6 custody documentation within 30 days of receiving the sample results.

7         29. Plaintiffs may take time/date-stamped photographs during any site inspection pursuant to  
8 this Consent Decree. If Plaintiffs take photographs, Plaintiffs shall provide Defendant with a copy of all  
9 the unedited photograph files prior to leaving the Facility. Plaintiff will keep such files confidential for  
10 5 business days, to allow Defendant time notify the Plaintiff(s) by electronic mail to the representatives  
11 listed in paragraph 60 to claim that the photos reflect confidential or trade secret information. Any  
12 dispute as to the confidential or trade secret nature of the photographs will be resolved under the Dispute  
13 Resolution provisions in paragraph 46-49. Photographs that are subject to dispute will be maintained by  
14 Plaintiffs as confidential until the dispute is resolved.

15         30. All individuals who will participate in any site inspections shall execute a waiver and  
16 release prior to the site inspection in the form attached as **Exhibit B** hereto. All individuals participating  
17 in any site inspections shall sign a sign-in sheet upon arrival at the Facility and undergo Defendant's  
18 safety briefing. Plaintiffs' representatives must be accompanied at all times by Defendant's designated  
19 representative(s) and must wear all appropriate personal protective equipment and comply with all  
20 safety rules at all times that they are on the premises. The Settling Parties acknowledge that failure on  
21 Plaintiffs' representatives to comply with safety requirements is a basis for termination of the site  
22 inspection and immediate removal of Plaintiffs' representatives from the Facility.

23         31. Split samples obtained by Plaintiffs and/or their representatives during Site Inspections  
24 shall be considered Effluent or Stormwater Samples for the Facility under and for the purpose of  
25 determining compliance with this Consent Decree, so long as the samples are taken pursuant to  
26 paragraphs 21-24 above. If a dispute arises as to the Plaintiffs' or Defendant's split sample results, such  
27 dispute shall be resolved pursuant to the Dispute Resolution provisions, paragraphs 46-49, in this  
28

1 Consent Decree.

2 32. Data Reporting. During the life of this Consent Decree, Defendant shall provide Plaintiffs  
3 with a copy of all Consent Decree and Individual Permit and Storm Water compliance and monitoring  
4 data, including inspection reports, on a quarterly basis, beginning 90 days after the Effective Date.

5 33. Document Provision. During the life of this Consent Decree, Defendant shall copy  
6 Plaintiffs, and its counsel, on all documents and communications in relation to the Individual Permit,  
7 Storm Water Permit or installation of the Dry APCD that are submitted to the Regional Board, the State  
8 Board, and/or the Northern Sierra Air Quality Management District. Such documents and  
9 communications shall be provided to Plaintiffs, and its counsel, within 10 days after they are sent to the  
10 agencies. Any correspondence related to water quality, discharges, storm water or the dry APCD  
11 received by Defendant from any environmental regulatory agency shall be provided to Plaintiffs within  
12 10 days of receipt by Defendant.

13 **D. Environmental Project, Reimbursement of Litigation Fees and Costs**

14 34. Defendant to pay a total of \$150,000.00 to cover all attorney's fees, costs, expenses,  
15 mitigation, monitoring and penalties attributable to the litigation.

16 35. Defendant shall make payment twenty-one (21) days after the Effective Date of this  
17 Consent Decree, as required below.

18 36. Environmental Project. Defendant shall make a payment of \$10,000.00 to the Rose  
19 Foundation for Communities and the Environment for projects to benefit the ecological health of Lake  
20 Almanor or the North Fork Feather River. The payment shall be mailed via certified mail or overnight  
21 delivery to the attention of Tim Little, Executive Director, Rose Foundation, at 1970 Broadway, Suite  
22 600, Oakland, California 94612. Defendant shall provide Plaintiffs, via electronic mail, with proof of the  
23 payment at the time it is made.

24 37. Plaintiffs will provide Defendant, via electronic mail, documentation of the projects for  
25 which the Rose Foundation is using the payment and, to the extent feasible, the amounts allocated to  
26 each project within twenty (20) days of Plaintiffs receiving such documentation from the Rose  
27 Foundation.

1           38.     Reimbursement of Plaintiffs' Fees and Costs. Defendant shall reimburse Plaintiffs for  
2 their investigation fees and costs, consultant and expert fees and costs, reasonable attorneys' fees, and  
3 other costs incurred as a result of investigating and filing the lawsuit, and negotiating a resolution of this  
4 matter in an amount totaling \$110,000.00. Payments shall be made payable to Aqua Terra Aeris Law  
5 Group, addressed to Matthew C. Maclear, 7425 Fairmount Ave., El Cerrito, CA 94530, and sent via  
6 certified mail or overnight delivery signature required.

7           39.     In full satisfaction of all potential Proposition 65 civil penalties and payments in lieu of  
8 penalties, Defendant shall make one payment of \$30,000.00 The total Proposition 65 settlement amount  
9 shall be apportioned as follows:

10 a.   \$20,000.00 shall be considered a civil penalty pursuant to California Health and Safety Code  
11       §25249.7(b)(1). Plaintiffs shall remit 75% (\$15,000.00) of the civil penalty to the Office of  
12       Environmental Health Hazard Assessment (“OEHHA”) for deposit in the Safe Drinking Water and  
13       Toxic Enforcement Fund in accordance with California Health and Safety Code §25249.12(c).  
14       CHW will retain the remaining 25% (\$5,000.00) of the civil penalty;

15 b.   \$10,000.00 shall be distributed to GCM in lieu of further civil penalties, for the business activities  
16       such as: (1) GCM’s pollution monitoring activities and related public education; (2) continued  
17       enforcement of Proposition 65, which includes work, analyzing, researching and testing discharges  
18       that may contain Proposition 65 chemicals, focusing on the same or similar type of discharges that  
19       are the subject matter of the current action; or (2) the continued monitoring of this consent decree  
20       and settlements to ensure companies are in compliance with Proposition 65; and

21           40.     Interest Payments. In the event of late payment of any of the sums due under this Consent  
22 Decree, Defendant shall pay interest to Plaintiffs, if the sum is owed pursuant to paragraphs 38 or 39, or  
23 to the Rose Foundation for Communities and the Environment, if the sum is owed pursuant to  
24 paragraphs 36 or 37, and interest shall accrue daily from the first day past the date the sum was due until  
25 the date Defendant tenders payment. The interest rate, as specified in 28 U.S.C. 1961, shall apply. All  
26 such interest payments to the Plaintiffs shall be made payable to Aqua Terra Aeris Law Group,  
27 addressed to Matthew C. Maclear, 7425 Fairmount Ave., El Cerrito, CA 94530, and sent via certified  
28

1 mail or overnight delivery signature required.

2 **III. EFFECTIVE DATE, TERMINATION DATE AND DISMISSAL**

3 41. The term "Effective Date," as used in this Consent Decree, shall mean the date the Court  
4 enters the final Consent Decree.

5 42. This Consent Decree shall terminate on January 2018, provided that Defendant has  
6 demonstrated compliance with the requirements of this Consent Decree.

7 43. The Consent Decree may terminate early in the event that the following conditions are  
8 satisfied:

9 a. The wet APCD has been permanently decommissioned and replaced with a dry APCD;

10 b. All payments required under this Consent Decree are made; and

11 c. There are no outstanding disputes regarding the provisions of this Consent Decree,

12 d. Defendant has demonstrated compliance with all terms and conditions of the Individual Permit for  
13 twelve (12) months after termination of the wet Electrostatic Precipitator process wastewater  
14 discharge.

15 44. To terminate early as provided by paragraph 43 above, Defendant shall file a motion for  
16 termination with the Court. Defendant shall notify Plaintiffs and their counsel forty five (45) days before  
17 termination is sought, and shall provide any relevant information, data or documents concerning the  
18 request for termination and basis therefor to Plaintiffs and their counsel. Plaintiffs shall meet and confer  
19 with Defendant within thirty (30) days of receipt of the notice of intent to file for early termination.  
20 Plaintiffs may request that this meet and confer occur at the Facility so that they may conduct an  
21 inspection of the Facility to ensure compliance with the requirements for early termination. If  
22 Defendant demonstrates compliance with the requirements in paragraph 43 above, Plaintiffs shall join in  
23 the motion for termination.

24 45. Within twenty-one (21) calendar days of the expiration of the United States' and  
25 California's 45-day review period as provided in paragraph 6, the Plaintiffs shall file a Stipulation to  
26 Dismiss and [Proposed] Order that shall provide for dismissal of the Complaint and all claims therein  
27 with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Stipulation to Dismiss and  
28

1 [Proposed] Order shall state that the District Court will maintain jurisdiction through until this Consent  
2 Decree is terminated consistent with the times and procedures in paragraphs 42-44.

3 **IV. DISPUTE RESOLUTION**

4 46. This Court shall retain jurisdiction over this matter for the purposes of adjudicating all  
5 disputes among the Settling Parties that may arise under the provisions of this Consent Decree,  
6 including, but not limited to, interpretation of, compliance with, and modification of Consent Decree  
7 terms. The Court shall have the power to enforce this Consent Decree, notwithstanding paragraph 45  
8 above, with all available legal and equitable remedies, including contempt.

9 47. Meet and Confer. A party to this Consent Decree shall invoke the dispute resolution  
10 procedures of this Section by notifying all other Settling Parties in writing of the matter(s) in dispute and  
11 of the party's proposal to resolve the dispute under this Section. The Settling Parties shall then meet and  
12 confer in an attempt to resolve the dispute no later than 14 days from the date of the notice. The Settling  
13 Parties have 14 days from the date on which they meet and confer to resolve the dispute.

14 48. If the Settling Parties cannot resolve a dispute by the end of the meet and confer period,  
15 the party initiating the dispute resolution provision may invoke formal dispute resolution by filing a  
16 motion before the United States District Court for the Eastern District of California. The Settling Parties  
17 shall jointly apply to the Court for an expedited hearing schedule on the motion.

18 49. Litigation costs and fees incurred due to motions practice before this Court to enforce the  
19 Consent Decree or address an alleged breach of this Consent Decree as described in paragraph 38  
20 herein, may be awarded at the Court's discretion to any of the Settling Parties in accordance with the  
21 standard established by the Clean Water Act, 33 U.S.C. §§ 1365 and 1319, and California Code of Civil  
22 Procedure § 1021.5 and case law interpreting those standards.

23 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

24 50. In consideration of the above, upon the Effective Date of this Consent Decree, the  
25 Settling Parties hereby forever and fully release, except for claims for the Defendant's failure to comply  
26 with this Consent Decree and as expressly provided below, each other and their respective successors,  
27 assigns, officers, agents, employees, boards of directors, and all persons, firms and corporations having  
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1 an interest in them, from any and all liabilities, damages, injuries, actions or causes of action, either at  
2 law or in equity, which it may presently have, or which may be acquired by it, arising from the  
3 Complaint or Notice Letters, including, without limitation, all claims for injunctive relief, damages,  
4 penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs,  
5 expenses or any other sum incurred or claimed in the Complaint or Notice Letters, for the alleged failure  
6 of Defendant to comply with the Clean Water Act and Safe Drinking Water and Toxics Enforcement  
7 Act as alleged in the Complaint or Notice Letters up to and including the Termination Date of this  
8 Consent Decree.

9           51. Nothing in this Consent Decree limits or otherwise affects the Plaintiffs' right to address  
10 or take any position that they deem necessary or appropriate in any formal or informal proceeding before  
11 the Regional Board, State Board, EPA, or any other judicial or administrative body on any matter  
12 relating to the Facility other than those addressed by this Consent Decree.

13           52. The Settling Parties acknowledge that they are familiar with section 1542 of the  
14 California Civil Code, which provides:

15                   A general release does not extend to claims which the creditor does not know or suspect  
16                   to exist in his or her favor at the time of executing the release, which if known by him or  
17                   her must have materially affected his or her settlement with the debtor.

18 The Settling Parties hereby waive and relinquish any rights or benefits they may have under California  
19 Civil Code section 1542 with respect to any other claims against each other arising from, or related to,  
20 the allegations and claims as set forth in the Notice Letters and Complaint up to and including the  
21 Termination Date of this Consent Decree.

22           53. Neither the Consent Decree nor any payment pursuant to the Consent Decree shall  
23 constitute or be construed as a finding, adjudication, or acknowledgement of any fact, law or liability,  
24 nor shall it be construed as an admission or denial of violation of any law, rule, or regulation. Defendant  
25 maintains and reserves all defenses it may have to any alleged violations that may be raised in the future.

26           54. Force Majeure. Defendant shall notify Plaintiffs pursuant to the terms of this paragraph,  
27 when timely implementation of the requirements set forth in this Consent Decree becomes impossible,  
28

1 despite the timely good-faith efforts of Defendant, due to circumstances beyond the reasonable control  
2 of Defendant or its agents, and which could not have been reasonably foreseen and prevented by the  
3 exercise of due diligence by Defendant. In no circumstances shall a claim of inability to pay be  
4 considered Force Majeure.

- 5 a. If Defendant claims impossibility, they shall notify Plaintiffs in writing within 21 days of the date  
6 that Defendant first knew of the event or circumstance that caused or would cause a violation of this  
7 Consent Decree. The notice shall describe the reason for the nonperformance and specifically refer  
8 to this Section. It shall describe the anticipated length of time the delay may persist, the cause or  
9 causes of the delay, the measures taken or to be taken by Defendant to prevent or minimize the  
10 delay, the schedule by which the measures will be implemented, and the anticipated date of  
11 compliance. Defendant shall adopt all reasonable measures to avoid and minimize such delays.
- 12 b. The Settling Parties shall meet and confer in good-faith concerning the non-performance and, where  
13 the Settling Parties concur that performance was or is impossible, despite the timely good faith  
14 efforts of Defendant, due to circumstances beyond the control of Defendant that could not have been  
15 reasonably foreseen and prevented by the exercise of due diligence by Defendant, the Settling  
16 Parties will establish new deadlines consistent with the intent of this Consent Decree.
- 17 c. If Plaintiffs disagree with Defendant's notice, or in the event that the Settling Parties cannot timely  
18 agree on the terms of new performance deadlines or requirements, either Settling Party shall have the  
19 right to invoke the Dispute Resolution Procedure above. In such proceeding, Defendant shall bear  
20 the burden of proving that any delay in performance of any requirement of this Consent Decree was  
21 caused or will be caused by Force Majeure and the extent of any delay attributable to such  
22 circumstances.

## 23 **VI. MISCELLANEOUS PROVISIONS**

24 55. Facility Changes. Any changes in the Facility's layout, stormwater management, outfalls,  
25 maintenance areas, bone yards, or any other structures referenced in this Consent Decree shall not  
26 relieve Defendant of its obligations in this Consent Decree, unless explicitly agreed to in writing by  
27 Plaintiffs.  
28

1           56. Construction. The language in all parts of this Consent Decree shall be construed  
2 according to its plain and ordinary meaning, except as to those terms defined in the Individual Permit,  
3 the Storm Water Permit, the Clean Water Act, or specifically herein.

4           57. Mutual Drafting and Construction. It is hereby expressly understood and agreed that the  
5 Settling Parties jointly drafted this Consent Decree. Accordingly, the Settling Parties hereby agree that  
6 any and all rules of construction to the effect that ambiguity is construed against the drafting party shall  
7 be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Consent Decree.

8           58. Choice of Law. The laws of the United States shall govern this Consent Decree.

9           59. Severability. In the event that any provision, paragraph, section, or sentence of this  
10 Consent Decree is held by a court to be unenforceable, the validity of the enforceable provisions shall  
11 not be adversely affected.

12           60. Correspondence. All notices required herein or any other correspondence pertaining to  
13 this Consent Decree shall be in writing via first class mail or electronic mail, as follows:

14           **If to Plaintiffs:**

15           Margie Strite & Nancy Ryan  
16           Community Health Watch  
17           140 Farrar Dr.  
18           Chester, CA 96020  
19           [chwlakealmanorbasin@gmail.com](mailto:chwlakealmanorbasin@gmail.com)  
20           [chwlab2@gmail.com](mailto:chwlab2@gmail.com)

21           Barton Lounsbury  
22           Global Community Monitor  
23           PO Box 1784  
24           El Cerrito, CA 94530  
25           [bartlounsbury@gmail.com](mailto:bartlounsbury@gmail.com)

26           With copies sent to:

27           Matthew Maclear  
28           Aqua Terra Aeris Law Group  
29           7425 Fairmount Ave.  
30           El Cerrito, CA 94530  
31           [mcm@atalawgroup.com](mailto:mcm@atalawgroup.com)

32           **If to Defendant:**

33           Chris Verderber  
34           Plant Manager

1 Collins Pine Company  
2 P.O. Box 796  
3 Chester, CA 96118  
4 [cverderber@collinsco.com](mailto:cverderber@collinsco.com)

5 With copies sent to:

6 Tom Wood  
7 Stoel Rives LLP  
8 900 SW Fifth Ave  
9 Suite 2600  
10 Portland, OR 97204  
11 [tom.wood@stoel.com](mailto:tom.wood@stoel.com)

12 Barbara Brenner  
13 Churchwell White LLP  
14 1414 K Street; 3<sup>rd</sup> Floor  
15 Sacramento, CA 95814  
16 [barbara@churchwellwhite.com](mailto:barbara@churchwellwhite.com)

17 Notifications of communications shall be deemed submitted three days after the date that they  
18 are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email  
19 by the receiving party. Any change of address or addresses shall be communicated in the manner  
20 described above for giving notices

21 61. Effect of Consent Decree. Plaintiffs do not, by their agreement to this Consent Decree,  
22 warrant or aver in any manner that Defendant's compliance with this Consent Decree will constitute or  
23 result in compliance with any federal or state law or regulation. Nothing in this Consent Decree shall be  
24 construed to affect or limit in any way the obligation of Defendant to comply with all federal, state, and  
25 local laws and regulations governing any activity referenced in this Consent Decree.

26 62. Counterparts. This Consent Decree may be executed in any number of counterparts, all of  
27 which together shall constitute one original document. Telecopy, electronic copies, PDF'd signatures  
28 sent via email, and/or facsimile copies of original signatures shall be deemed to be originally executed  
counterparts of this Consent Decree.

63. Modification of the Consent Decree. Upon its entry by the Court, this Consent Decree  
shall have the force and effect of a final judgment. This Consent Decree, and any provisions herein, may  
not be changed, waived, or discharged, unless by a written instrument, signed by all Settling Parties.

1 Approval by the Court of any changes is required only if a modification materially changes the terms of  
2 this Consent Decree or materially affects Defendant's ability to meet the requirements or objectives of  
3 this Consent Decree.

4 64. Full Settlement. This Consent Decree constitutes a full and final settlement of this matter.

5 65. Integration Clause. This is an integrated Consent Decree. This Consent Decree, along  
6 with any attachments incorporated into the Consent Decree by reference, is intended to be a full and  
7 complete statement of the terms of the agreement between the Settling Parties and expressly supersedes  
8 any and all prior oral or written agreements covenants, representations, and warranties (express or  
9 implied) concerning the subject matter of this Consent Decree.

10 66. Authority. The undersigned representatives for the Settling Parties each certify that  
11 he/she is fully authorized by the Settling Party whom he/she represents to enter into the terms and  
12 conditions of this Consent Decree.

13 67. The provisions of this Consent Decree apply to and bind the Settling Parties, including  
14 any successors or assigns. The obligations created in this Consent Decree are enforceable by this Court  
15 at the request of either Settling Party. Each Settling Party certifies that its undersigned representative is  
16 fully authorized to enter into this Consent Decree and to execute the Consent Decree on behalf of the  
17 Settling Party.

18 68. The Settling Parties shall be bound by this Consent Decree and will not contest its  
19 validity in any subsequent proceeding to implement or enforce its terms. By entering into this Consent  
20 Decree, Defendant does not admit liability for any purpose as to any allegation or matter arising out of  
21 this Action.

22  
23 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree as of the latest date of  
24 the signatures below.

25 APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 COMMUNITY HEALTH WATCH,

26 \_\_\_\_\_, Margie Strite, Co-Executive Director

27 \_\_\_\_\_, Nancy Ryan, Co-Executive Director.

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APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 GLOBAL COMMUNITY MONITOR,  
\_\_\_\_\_ Barton Lounsbury, Chair of Board of Directors.

APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 COLLINS PINE COMPANY,  
\_\_\_\_\_ Eric Schooler, Collins Pine Company, President.

APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 AQUA TERRA AERIS LAW GROUP,  
\_\_\_\_\_ Matthew C. Maclear, Attorney for Plaintiffs.

APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 CHURCHWELL WHITE, LLP,  
\_\_\_\_\_ Barbara Brenner, Attorney for Defendant.

**[PROPOSED] ORDER**

This Court having found that the foregoing Consent Decree was entered into in good faith and that the terms of the foregoing Consent Decree are fair, reasonable and just, the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED.**

This Court shall retain jurisdiction over this matter during the pendency of the term of this Consent Decree.


**IT IS SO ORDERED.**

By: \_\_\_\_\_  
Hon. Troy L. Nunley  
United States District Judge

1  
2 APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 GLOBAL COMMUNITY MONITOR,  
3 \_\_\_\_\_ Barton Lounsbury, Chair of Board of Directors.

4  
5 APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 COLLINS PINE COMPANY,  
6 \_\_\_\_\_ Eric Schooler, Collins Pine Company, President.

7  
8 APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 AQUA TERRA AERIS LAW GROUP,  
9 \_\_\_\_\_ Matthew C. Maclear, Attorney for Plaintiffs.

10  
11 APPROVED AS TO FORM Dated: August 8<sup>th</sup>, 2015 CHURCHWELL WHITE, LLP,  
12  \_\_\_\_\_ Barbara Brenner, Attorney for Defendant.

13  
14  
15 **[PROPOSED] ORDER**

16 This Court having found that the foregoing Consent Decree was entered into in good faith and  
17 that the terms of the foregoing Consent Decree are fair, reasonable and just, the provisions of the  
18 foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY  
19 ORDERED.

20 This Court shall retain jurisdiction over this matter during the pendency of the term of this  
21 Consent Decree.

22  
23 **IT IS SO ORDERED.**

By: \_\_\_\_\_

Hon. Troy L. Nunley

United States District Judge

1  
2 APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 GLOBAL COMMUNITY MONITOR,  
3 \_\_\_\_\_ Barton Lounsbury, Chair of Board of Directors.

4  
5 APPROVED AS TO CONTENT Dated: Aug 11, 2015 COLLINS PINE COMPANY,  
6 Eric Schooler Eric Schooler, Collins Pine Company, President.

7  
8 APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 AQUA TERRA AERIS LAW GROUP,  
9 \_\_\_\_\_ Matthew C. Maclear, Attorney for Plaintiffs.

10  
11 APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 CHURCHWELL WHITE, LLP,  
12 \_\_\_\_\_ Barbara Brenner, Attorney for Defendant.

13  
14  
15 **[PROPOSED] ORDER**

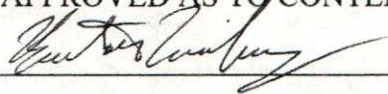
16 This Court having found that the foregoing Consent Decree was entered into in good faith and  
17 that the terms of the foregoing Consent Decree are fair, reasonable and just, the provisions of the  
18 foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY  
19 ORDERED.

20 This Court shall retain jurisdiction over this matter during the pendency of the term of this  
21 Consent Decree.


22  
23 **IT IS SO ORDERED.**

24 By: \_\_\_\_\_  
25 Hon. Troy L. Nunley  
26 United States District Judge  
27  
28



1  
2 APPROVED AS TO CONTENT Dated: 8/10, 2015 GLOBAL COMMUNITY MONITOR,  
3  Barton Lounsbury, Chair of Board of Directors.

4  
5 APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 COLLINS PINE COMPANY,  
6 \_\_\_\_\_ Eric Schooler, Collins Pine Company, President.

7  
8 APPROVED AS TO FORM Dated: August 10, 2015 AQUA TERRA AERIS LAW GROUP,  
9  Matthew C. Maclear, Attorney for Plaintiffs.

10  
11 APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 STOEL RIVES LLP,  
12 \_\_\_\_\_ Thomas Wood, Attorney for Defendant.

13  
14  
15 **[PROPOSED] ORDER**

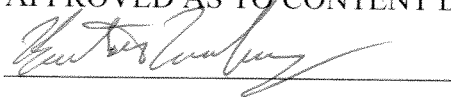
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17 that the terms of the foregoing Consent Decree are fair, reasonable and just, the provisions of the  
18 foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY  
19 ORDERED.

20 This Court shall retain jurisdiction over this matter during the pendency of the term of this  
21 Consent Decree.

22  
23 **IT IS SO ORDERED.**

By: \_\_\_\_\_  
Hon. Troy L. Nunley  
United States District Judge

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APPROVED AS TO CONTENT Dated: 8/10, 2015 GLOBAL COMMUNITY MONITOR,  
 Barton Lounsbury, Chair of Board of Directors.

APPROVED AS TO CONTENT Dated: \_\_\_\_\_, 2015 COLLINS PINE COMPANY,  
\_\_\_\_\_  
Eric Schooler, Collins Pine Company, President.

APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 AQUA TERRA AERIS LAW GROUP,  
\_\_\_\_\_  
Matthew C. Maclear, Attorney for Plaintiffs.

APPROVED AS TO FORM Dated: \_\_\_\_\_, 2015 STOEL RIVES LLP,  
\_\_\_\_\_  
Thomas Wood, Attorney for Defendant.

**[PROPOSED] ORDER**

This Court having found that the foregoing Consent Decree was entered into in good faith and that the terms of the foregoing Consent Decree are fair, reasonable and just, the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY ORDERED.

This Court shall retain jurisdiction over this matter during the pendency of the term of this Consent Decree.

**IT IS SO ORDERED.**

By: \_\_\_\_\_  
Hon. Troy L. Nunley  
United States District Judge

1 Approval by the Court of any changes is required only if a modification materially changes the terms of  
2 this Consent Decree or materially affects Defendant's ability to meet the requirements or objectives of  
3 this Consent Decree.

4 64. Full Settlement. This Consent Decree constitutes a full and final settlement of this matter.

5 65. Integration Clause. This is an integrated Consent Decree. This Consent Decree, along  
6 with any attachments incorporated into the Consent Decree by reference, is intended to be a full and  
7 complete statement of the terms of the agreement between the Settling Parties and expressly supersedes  
8 any and all prior oral or written agreements, covenants, representations, and warranties (express or  
9 implied) concerning the subject matter of this Consent Decree.

10 66. Authority. The undersigned representatives for the Settling Parties each certify that  
11 he/she is fully authorized by the Settling Party whom he/she represents to enter into the terms and  
12 conditions of this Consent Decree.

13 67. The provisions of this Consent Decree apply to and bind the Settling Parties, including  
14 any successors or assigns. The obligations created in this Consent Decree are enforceable by this Court  
15 at the request of either Settling Party. Each Settling Party certifies that its undersigned representative is  
16 fully authorized to enter into this Consent Decree and to execute the Consent Decree on behalf of the  
17 Settling Party.

18 68. The Settling Parties shall be bound by this Consent Decree and will not contest its  
19 validity in any subsequent proceeding to implement or enforce its terms. By entering into this Consent  
20 Decree, Defendant does not admit liability for any purpose as to any allegation or matter arising out of  
21 this Action.

22  
23 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree as of the latest date of  
24 the signatures below.

25 APPROVED AS TO CONTENT Dated: August 10<sup>th</sup>, 2015 COMMUNITY HEALTH WATCH.

26 Margie Strite Margie Strite, Co-Executive Director

27 Nancy Ryan Nancy Ryan, Co-Executive Director.  
28

**Exhibit A**

<b>Parameter</b>	<b>Units</b>	<b>Sample Type</b>	<b>Minimum Sampling Frequency Under Individual Permit</b>	<b>Sampling Frequency Under Consent Decree</b>	<b>Limit</b>
Flow	mgd	Grab	1/day	1/day	NA
pH	pH units	Meter	1/day	1/day	≥6.0; ≤9.0
Settleable Solids	mL/L	Grab	1/day	1/day	0.2
Electrical Conductivity @ 25°C	µmhos/cm	Meter	1/day	1/day	900
Turbidity	NTU	Grab	1/week	1/week	NA
Total Suspended Solids	mg/L	Grab	1/week	1/week	40
Temperature	°F	Meter	1/week	1/week	NA
Chemical Oxygen Demand	mg/L	Grab	1/month	1/month	40
Chlorine Residual	mg/L	Grab	1/month	1/month	NA
Tannins and Lignins	mg/L	Grab	1/month	1/month	NA
Total Recoverable Copper	µg/L	Grab	1/month	1/month	20 (through 12/31/2016) 14.92 (after 12/31/2016)
Total Recoverable Lead	µg/L	Grab	1/month	1/month	8.0 (through 12/31/2016) 5.92 (after 12/31/2016)
Acute Toxicity	percent survival	Grab	1/quarter	1/quarter	70% minimum
Chronic Toxicity	percent survival	Grab	1/year	1/year	No chronic toxicity
General Minerals	µg/L	Grab	1/year	1/year	NA
Oil and Grease	mg/L	Grab	2/year	2/year	NA
Priority Pollutants	µg/L	Grab	Bi-annually	1/year	NA

**EXHIBIT B**

**WAIVER AND RELEASE OF LIABILITY  
AND  
INDEMNIFICATION AGREEMENT**

In consideration for access to the property or facility located at 500 Main Street, Chester, California (the “**Facility**”), the undersigned visitor (for visitor’s self and on behalf of visitor’s spouse, executors, administrators, heirs, assigns and successors) executes this document for the benefit of Collins Pine Company and each of their respective directors, shareholders, officers, employees, assigns and successors (collectively, the “**Releasees**” and each, a “**Releasee**”):

(1) **Visitor’s Risk.** Visitor assumes full responsibility for any risk of the following (collectively, “**Waived Liabilities**”) that arises out of or relates to visitor or any of visitor’s representatives, employees or agents (each, a “**Representative**”) entering onto, or visitor’s or any Representative’s property being at, the Facility: (a) **BODILY INJURY** to visitor or any Representative; (b) **DEATH** of visitor or any Representative; (c) **PROPERTY DAMAGE** to visitor’s or any Representative’s property; or (d) any other **LIABILITY, LOSS, CLAIM, DEMAND, DAMAGE** or **EXPENSE** (including costs of investigation and defense and reasonable attorneys’ fees and expenses) incurred or suffered by visitor or any Representative, including in each case, without limitation, any such bodily injury, death, property damage or other liability, loss, claim, demand, damage or expense resulting from any act of active or passive negligence on the part of a Releasee or any other person.

(2) **Waiver and Release of Liability.** Visitor unconditionally waives, and forever releases each Releasee from, any and all claims, demands, causes of action or other rights visitor may have against any Releasee for any and all Waived Liabilities, including, without limitation, any Waived Liabilities resulting from any act of active or passive negligence on the part of a Releasee or any other person.

(3) **Indemnification.** Visitor will indemnify and defend each Releasee from, agrees not to sue any Releasee for, any and all claims, demands, causes of action or other rights visitor or any Representative may have against any Releasee for any and all Waived Liabilities (including, without limitation, any Waived Liabilities resulting from any act of active or passive negligence on the part of a Releasee or any other person) and any and all liability, loss, damage or expense (including costs of investigation and defense and reasonable attorneys’ fees and expenses) any Releasee incurs or suffers in connection with any Waived Liabilities.

THE VISITOR HAS READ THIS DOCUMENT, FULLY UNDERSTANDS ITS TERMS, HAS SIGNED IT FREELY AND VOLUNTARILY AND INTENDS FOR VISITOR’S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE AND INDEMNITY IN CONNECTION WITH WAIVED LIABILITIES TO THE GREATEST EXTENT ALLOWED BY LAW.

**INDIVIDUAL VISITOR**

Individual’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ENTITY VISITOR**

Entity’s Name: \_\_\_\_\_

By: \_\_\_\_\_

Signer’s Name: \_\_\_\_\_

Signer’s Title: \_\_\_\_\_

Date: \_\_\_\_\_