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16 Attorneys for Plaintiff  
17 CALIFORNIA SPORTFISHING  
18 PROTECTION ALLIANCE

19 **UNITED STATES DISTRICT COURT**  
20 **EASTERN DISTRICT OF CALIFORNIA**

21 CALIFORNIA SPORTFISHING  
22 PROTECTION ALLIANCE, a non-profit  
23 corporation,

24 Plaintiff,

25 vs.

26 BALDWIN CONTRACTING COMPANY,  
27 INC., a California corporation, BCJ SAND  
28 AND ROCK, INC., a California corporation,  
J. BRAD SLENDER, an individual, TED  
HALE, an individual, MASON  
RICHARDSON, an individual, and RENE  
VERCRUYSEN, an individual,

Defendants.

Case No. 2:10-cv-00879-GEB-DAD

**(PROPOSED) CONSENT AGREEMENT**

(Federal Water Pollution Control Act,  
33 U.S.C. §§ 1251 to 1387)

29 **WHEREAS**, Plaintiff California Sportfishing Protection Alliance (hereinafter "CSPA") is a  
30 non-profit public benefit corporation dedicated to the preservation, protection, and defense of the  
31 environment, wildlife, and natural resources of California's waters;

32 **WHEREAS**, Defendant BALDWIN CONTRACTING COMPANY, INC. (hereinafter

1 “BCCI”) owns an approximately 60-acre construction sand and gravel facility located at  
2 4970 Wheelock Road, in Oroville, California (the “Facility”), Defendant René Vercruyssen is the  
3 General Manager/VP of BCCI, Defendant BCJ Sand and Rock, Inc. (“BCJ”) leases the Facility from  
4 BCCI, Defendant J. Brad Slender is the Operator of the Facility for BCJ, and Defendant Ted Hale is  
5 the Plant Manager of the Facility;

6 **WHEREAS**, CSPA and Defendants collectively shall be referred to as the “Parties”;

7 **WHEREAS**, the Facility collects and discharges storm water to Sawmill Ravine Creek, which  
8 flows to Dry Creek and ultimately into the Sacramento River, and the Sacramento-San Joaquin Delta  
9 (a map of the Facility is attached hereto as Exhibit A and incorporated herein by reference);

10 **WHEREAS**, storm water discharges associated with industrial activity are regulated pursuant  
11 to the National Pollutant Discharge Elimination System (“NPDES”), General Permit No. CAS000001  
12 [State Water Resources Control Board], Water Quality Order No. 91-13-DWQ (as amended by Water  
13 Quality Order 92-12 DWQ and 97-03-DWQ), issued pursuant to Section 402 of the Clean Water Act,  
14 33 U.S.C. § 1342 (hereinafter “General Permit”);

15 **WHEREAS**, on or about February 12, 2010, and again on or about April 26, 2010, Plaintiff  
16 provided notice of Defendants’ violations of the Act, and of its intention to file suit against  
17 Defendants, to the Administrator of the United States Environmental Protection Agency (“EPA”); the  
18 Administrator of EPA Region IX; the Executive Director of the State Water Resources Control Board  
19 (“State Board”); the Executive Officer of the Regional Water Quality Control Board, Central Valley  
20 Region (“Regional Board”); and to Defendants, as required by the Act, 33 U.S.C. § 1365(b)(1)(A)  
21 (true and correct copies of CSPA’s notice letters are attached as Exhibit B and incorporated herein by  
22 reference);

23 **WHEREAS**, Defendants deny the occurrence of the violations alleged in the Notices and  
24 maintains that they have complied at all times with the provisions of the General Permit and California  
25 Health & Safety Code sections 25249.5 *et seq.*;

26 **WHEREAS**, CSPA filed a complaint (“Complaint”) against Defendants in the United States  
27 District Court, Eastern District of California, on April 13, 2010 and filed a First Amended Complaint  
28

1 on June 28, 2010;

2 **WHEREAS**, for purposes of this Consent Agreement, the Parties stipulate that venue is proper  
3 in this Court, and that Defendants do not contest the exercise of jurisdiction by this Court to enter this  
4 Consent Agreement;

5 **WHEREAS**, this Consent Agreement shall be submitted to the United States Department of  
6 Justice for the 45-day statutory review period, pursuant to 33 U.S.C. § 1365(c); and shall thereafter be  
7 submitted for approval by the Court, the date of which approval shall be referred to herein as the  
8 “Court Approval Date”;

9 **WHEREAS**, at the time the Consent Agreement is submitted for approval to the United States  
10 District Court, CSPA shall request a dismissal of the Complaint with prejudice and the Parties shall  
11 stipulate and request that the Court retain jurisdiction for the enforcement of this Agreement as  
12 provided herein;

13 **AND WHEREAS**, the Parties agree that it is in their mutual interest to resolve this matter  
14 without further litigation.

15 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING**  
16 **PARTIES, AND ORDERED AND DECREED BY THE COURT, AS FOLLOWS:**

17 **I. COMMITMENT OF DEFENDANTS**

18 **1. Compliance With General Permit & Clean Water Act.** Beginning immediately, and  
19 throughout the term of this Consent Agreement, Defendants shall commence all measures needed to  
20 operate the Facility in full compliance with the requirements of the General Permit and the Clean  
21 Water Act, subject to any defenses available under the law.

22 **2. Defendants’ Implementation of Specific Storm Water Best Management Practices**  
23 **On Or Before October 1, 2010.** On or before October 1, 2010, Defendants shall complete the  
24 implementations of the following storm water control measures/best management practices (“BMPs”):

25 (a) Defendants shall conform all BMPs to handbooks for Caltrans or California  
26 Stormwater Quality Association (“CASQA”; see complete listings for industrial Storm water  
27 at: <http://www.cabmphandbooks.com/Industrial.asp>);

1 (b) Defendants shall not mine within the active streambed, nor cross the active  
2 streambed, unless applicable permits are timely obtained from the relevant governmental  
3 agencies, and timely courtesy copied to Plaintiff pursuant to the Notice provisions set forth  
4 herein below;

5 (c) Defendants shall limit its mining activities to no more than three active mining  
6 areas during the Wet Season, except to the extent that Defendants are engaging in reclamation  
7 in one area while mining in another;

8 (d) Defendants agree to construct and maintain a continuous berm, at least three  
9 feet in height and constructed out of on-site native materials, along the entire boundary  
10 between the Facility and the active stream channel;

11 (e) Defendants agree to install a silt fence running along this entire boundary  
12 between the Facility and the berm and directly adjacent to the berm, as set forth on Exhibit A  
13 hereto;

14 (f) Defendants shall construct and maintain BMPs at the active process ponds that  
15 are sized to control a 25 year/24-hour storm event, as set forth on Exhibit A hereto;

16 (g) Defendants shall undertake BMPs to eliminate surface runoff from the  
17 freshwater pond to the active stream bed, including but not limited to increasing the freeboard  
18 to not less than three feet high and sloping the freeboard to ensure stormwater flows toward the  
19 ponds and away from the active stream channel;

20 (h) Defendants shall ensure that all storage containers are properly labeled and,  
21 where appropriate, Defendants shall utilize secondary containment BMPs;

22 (i) Defendants shall maintain the Facility so as to protect against fluid leakage  
23 (e.g., from equipment, stored lubricants, etc.), increase the number of spill kits readily  
24 available to at least three (3), and, when necessary, employ reasonable steps to clean up any  
25 spills;

26 (j) Defendants shall develop and implement an Erosion & Sediment Control Plan  
27 for the entire Facility and incorporate same as part of the SWPPP.  
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1           **3. SWPPP Amendments/Additional BMPs.** Within thirty (30) days of mutual execution  
2 of this Consent Agreement, Defendants shall formally amend the SWPPP for the Facility to  
3 incorporate all of the relevant requirements of this Consent Agreement, as well as the revised Facility  
4 map attached hereto as Exhibit A, and the Erosion & Sediment Control Plan described above, and  
5 provide a courtesy copy of the amended SWPPP to Plaintiff pursuant to the Notice provisions set forth  
6 herein below.

7           **4. Sampling Frequency.** Defendants shall collect and analyze samples from four (4)  
8 storm events, as qualified in the General Permit<sup>1</sup> for sampling purposes, in each of the two Wet  
9 Seasons occurring during the term of this Consent Agreement (2010-2011 and 2011-2012). The storm  
10 water sample results shall be compared with the values set forth in Exhibit C, attached hereto, and  
11 incorporated herein by reference. If the results of any such samples exceed the parameter values set  
12 forth in Exhibit C, Defendants shall comply with the “Action Memorandum” requirements set forth  
13 below.

14           **5. Sampling Parameters.** All samples shall be analyzed for each of the constituents  
15 listed in Exhibit C by a laboratory accredited by the State of California. All samples collected from  
16 the Facility shall be delivered to the laboratory as soon as possible to ensure that sample “hold time” is  
17 not exceeded. Analytical methods used by the laboratory shall be adequate to detect the individual  
18 constituents at or below the values specified on Exhibit C. Sampling results shall be provided to  
19 CSPA within seven (7) days of Defendants’ receipt of the laboratory report from each sampling event  
20 pursuant to the Notice provisions below.

21           **6. “Action Memorandum” Trigger; CSPA Review Of “Action Memorandum”;**  
22 **Meet-and-Confer.** If any sample taken during the two (2) Wet Seasons referenced in Paragraph 4  
23 above exceeds the evaluation levels set forth in Exhibit C, Defendants shall prepare a written  
24 statement discussing the exceedance(s), the possible cause and/or source of the exceedance(s), and  
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26 \_\_\_\_\_  
27 <sup>1</sup> “Qualifying Storm Events” under the General Permit are those events in which (i) the samples taken are are  
28 preceded by at least three (3) working days during which no storm water discharges from the Facility have  
occurred; (ii) the samples are collected within the first hour that flow is observed at the Discharge Point being  
sampled; and (iii) the samples are collected during daylight operating hours.

1 additional measures that will be taken to address and eliminate the problem and future exceedances  
2 (“Action Memorandum”). The Action Memorandum shall be provided to CSPA upon completion and  
3 in any case no later than thirty (30) days after Defendants’ receipt of the sample results at issue.  
4 Recognizing that a SWPPP is an ongoing iterative process meant to encourage innovative BMPs, such  
5 additional measures may include, but are not limited to, taking samples, further material improvements  
6 to the storm water collection and discharge system, changing the frequency of Facility sweeping,  
7 changing the type and extent of storm water filtration media or modifying other industrial activities or  
8 management practices at the Facility. Such additional measures, to the extent feasible, shall be  
9 implemented immediately and in no event later than sixty (60) days after the due date of the Action  
10 Memorandum. Within seven (7) days of implementation, the Facility SWPPP shall be amended to  
11 include all additional BMP measures designated in the Action Memorandum. CSPA may review and  
12 comment on an Action Memorandum and suggest any additional pollution prevention measures it  
13 believes are appropriate; however, CSPA’s failure to do so shall not be deemed to constitute  
14 agreement with the proposals set forth in the Action Memorandum. Upon request by CSPA,  
15 Defendants agree to meet and confer in good faith regarding the contents and sufficiency of the Action  
16 Memorandum.

17 **7. Inspections During The Term Of This Agreement.** In addition to any site  
18 inspections conducted as part of the meet-and-confer process concerning an Action Memorandum as  
19 set forth above, Defendants shall permit representatives of CSPA to perform up to three (3) physical  
20 inspections of the Facility during the term of this Consent Agreement. These inspections shall be  
21 performed by CSPA’s counsel and consultants and may include sampling, photographing, and/or  
22 videotaping and CSPA shall provide Defendants with a copy of all sampling reports, photographs  
23 and/or video. CSPA shall provide at least forty-eight (48) hours advance notice of such physical  
24 inspection, except that Defendants shall have the right to deny access if circumstances would make the  
25 inspection unduly burdensome and pose significant interference with business operations, the  
26 schedules of parties and their representatives, or the safety of any individuals. In such case,  
27 Defendants shall specify at least three (3) dates within the two (2) weeks thereafter upon which a  
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1 physical inspection by CSPA may proceed. Defendants shall not make any alterations to Facility  
2 conditions during the period between receiving CSPA's notice and the start of CSPA's inspection that  
3 Defendants would not otherwise have made but for receiving notice of CSPA's request to conduct a  
4 physical inspection of the Facility, excepting any actions taken in compliance with any applicable laws  
5 or regulations. Nothing herein shall be construed to prevent Defendants from continuing to implement  
6 any BMPs identified in the SWPPP during the period prior to an inspection by CSPA or at any time.

7 **8. Defendants' Communications with Regional and State Boards.** During the term of  
8 this Consent Agreement, Defendants shall provide CSPA with copies of all documents submitted to  
9 the Regional Board or the State Board concerning storm water discharges from the Facility, including,  
10 but not limited to, all documents and reports submitted to the Regional Board and/or State Board as  
11 required by the General Permit. Such documents and reports shall be provided to CSPA pursuant to  
12 the Notice provisions herein and contemporaneously with Defendants' submission to such agencies.

13 **9. SWPPP Amendments.** Defendants shall provide CSPA with a copy of any  
14 amendments to the Facility SWPPP made during the term of the Consent Agreement within fourteen  
15 (14) days of such amendment.

16 **II. MITIGATION, COMPLIANCE MONITORING AND FEES AND COSTS**

17 **10. Mitigation.** As mitigation of the Clean Water Act violations alleged in CSPA  
18 Complaint, Defendants agree to pay CSPA the sum of \$30,000 which CSPA shall remit to the Rose  
19 Foundation for Communities and the Environment for projects relating to the reduction, prevention or  
20 mitigation of, or research on, the effects of discharges of pollutants in storm water to the Sacramento  
21 River and the Sacramento-San Joaquin River Delta.

22 **11. Reimbursement of Fees & Costs.** Defendants agree to reimburse CSPA in the amount  
23 of \$32,500 to defray CSPA's reasonable investigative, expert, consultant and attorneys' fees and costs,  
24 and all other costs incurred as a result of investigating the activities at the Facility, bringing the Action  
25 and negotiating a resolution in the public interest.

26 **12. Payment Schedule.** Pursuant to Paragraphs 10 and 11 herein, Defendants are jointly  
27 and severally liable for a total payment of \$62,500, all of which shall made payable to the "Law  
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1 Offices of Andrew L. Packard Attorney-Client Trust Account” and delivered to Plaintiff’s counsel’s  
2 address pursuant to the Notice provisions herein upon the following schedule: (a) an initial payment in  
3 the amount of \$22,500 shall be due within twenty-one (21) days of the mutual execution of this  
4 Consent Agreement; (b) a second payment in the amount of \$20,000 shall be due within forty-five  
5 (45) days of the Court Approval Date; and (c) a third payment in the amount of \$20,000 shall be due  
6 within one hundred thirty-five (135) days of the Court Approval Date.

7 **13. Compliance Monitoring Funding.** To defray CSPA’s reasonable investigative,  
8 expert, consultant and attorneys’ fees and costs associated with monitoring Defendants’ compliance  
9 with this Consent Agreement, Defendants agree to contribute \$5,000 for each of the two (2) years  
10 covered by this Consent Agreement, to a compliance monitoring fund maintained by CSPA.  
11 Compliance monitoring activities may include but shall not be limited to, site inspections, review of  
12 water quality sampling reports, review of annual reports, discussions with representatives of  
13 Defendants concerning the Action Memoranda referenced above, and potential changes to compliance  
14 requirements herein, preparation for and participation in meet-and-confer sessions, water quality  
15 sampling and analysis, and compliance-related activities. The first such payment in the amount of  
16 \$5,000 shall be made payable to the Law Offices of Andrew L. Packard Attorney-Client Trust  
17 Account within forty-five (45) days of the Court Approval Date, with the second installment due on  
18 June 1, 2011.

19 **14. Late Payments.** In the event that any payment owed by Defendants under this Consent  
20 Agreement is not remitted or post-marked on or before its due date, Defendants shall be deemed to be  
21 in default of their obligations under this Consent Agreement. Plaintiff shall provide written notice to  
22 Defendants of any default; if Defendants fail to remedy the default within five (5) business days of  
23 such notice, then all future payments due hereunder shall become immediately due and payable, with  
24 the prevailing federal funds rate applying to all interest accruing on unpaid balances due hereunder,  
25 beginning on the due date of the funds in default.

26 **III. DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT AGREEMENT**

27 **15.** With the exception of the timelines set forth above for addressing exceedances of  
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1 values specified on Exhibit C and the Action Memorandum, if a dispute under this Consent Agreement  
2 arises, or either Party believes that a breach of this Consent Decree has occurred, the Parties shall meet  
3 and confer within seven (7) days of receiving written notification from the other Party of a request for  
4 a meeting to determine whether a violation has occurred and to develop a mutually agreed upon plan,  
5 including implementation dates, to resolve the dispute. If the Parties fail to meet and confer or the  
6 meet-and-confer does not resolve the issue, after at least seven days have passed after the meet-and-  
7 confer occurred or should have occurred, either Party shall be entitled to all rights and remedies under  
8 the law, including filing a motion with the District Court of California, Eastern District, which shall  
9 retain jurisdiction over the Action for the limited purposes of enforcement of the terms of this Consent  
10 Agreement. The Parties shall be entitled to seek fees and costs incurred in any such motion, and such  
11 fees and costs shall be awarded, pursuant to the provisions set forth in Section 505(d) of the Clean  
12 Water Act, 33 U.S.C. §1365(d), and applicable case law interpreting such provision.

13 **16. CSPA Waiver and Release.** Upon Court approval and entry of this Consent  
14 Agreement, CSPA, on its own behalf and on behalf of its members, subsidiaries, successors, assigns,  
15 directors, officers, agents, attorneys, representatives, and employees, releases Defendants and their  
16 officers, directors, employees, shareholders, parents, subsidiaries, and affiliates, and each of their  
17 predecessors, successors and assigns, and each of their agents, attorneys, consultants, and other  
18 representatives (each a “Released Defendant Party”) from, and waives all claims which arise from or  
19 pertain to the Action, including, without limitation, all claims for injunctive relief, damages, penalties,  
20 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or  
21 any other sum incurred or claimed or which could have been claimed in this Action, for the alleged  
22 failure of Defendants to comply with the Clean Water Act at the Facility, up to the Effective Date of  
23 this Consent Decree. In addition, for the period beginning on the Effective Date and ending on  
24 September 30, 2012, CSPA agrees that neither CSPA, its officers, executive staff, members of its  
25 governing board nor any organization under the control of CSPA, its officers, executive staff, or  
26 members of its governing board, will file any lawsuit against Defendants seeking relief for the alleged  
27 violations of the Clean Water Act or violations of the General Permit. CSPA further agrees that,  
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1 beginning on the Effective Date and ending on September 30, 2012, CSPA will not support other  
2 lawsuits, by providing financial assistance, personnel time or other affirmative actions, against  
3 Defendants that may be proposed by other groups or individuals who would rely upon the citizen suit  
4 provision of the Clean Water Act to challenge Defendants' compliance with the Clean Water Act or  
5 the General Permit.

6 **17. Defendants' Waiver and Release.** Defendants, on their own behalf and on behalf of  
7 those Released Defendant Parties under its control, releases CSPA (and its officers, directors,  
8 employees, members, parents, subsidiaries, and affiliates, and each of their successors and assigns, and  
9 its agents, attorneys, and other representative) from, and waives all claims which arise from or pertain  
10 to the Action, including all claims for fees (including fees of attorneys, experts, and others), costs,  
11 expenses or any other sum incurred or claimed or which could have been claimed for matters  
12 associated with or related to the Action.

13 **18.** Upon the Court Approval Date, the Parties shall file with the Court a Stipulation and  
14 Order that shall provide that:

15 a. the Complaint and all claims therein shall be dismissed with prejudice pursuant  
16 to Federal Rule of Civil Procedure 41(a)(2); and

17 b. the Court shall retain and have jurisdiction over the Parties with respect to  
18 disputes arising under this Agreement. Nothing in this Consent Agreement shall be construed  
19 as a waiver of any party's right to appeal from an order that arises from an action to enforce the  
20 terms of this Consent Agreement.

21 **IV. MISCELLANEOUS PROVISIONS**

22 **19.** The Parties enter into this Consent Agreement for the purpose of avoiding prolonged  
23 and costly litigation. Nothing in this Consent Agreement shall be construed as, and Defendants  
24 expressly do not intend to imply, an admission as to any fact, finding, issue of law, or violation of law,  
25 nor shall compliance with this Consent Agreement constitute or be construed as an admission by  
26 Defendants of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph  
27 shall not diminish or otherwise affect the obligation, responsibilities, and duties of the Parties under  
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1 this Consent Agreement.

2       **20.** The Consent Agreement shall terminate on September 30, 2012.

3       **21.** The Consent Agreement may be executed in one or more counterparts which, taken  
4 together, shall be deemed to constitute one and the same document. An executed copy of this Consent  
5 Agreement shall be valid as an original.

6       **22.** In the event that any of the provisions of this Consent Agreement is held by a court to  
7 be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

8       **23.** The language in all parts of this Consent Agreement, unless otherwise stated, shall be  
9 construed according to its plain and ordinary meaning. This Consent Agreement shall be construed  
10 pursuant to California law, without regarding to conflict of law principles.

11       **24.** The undersigned are authorized to execute this Consent Agreement on behalf of their  
12 respective parties and have read, understood and agreed to be bound by all of the terms and conditions  
13 of this Consent Agreement.

14       **25.** All agreements, covenants, representations and warranties, express or implied, oral or  
15 written, of the Parties concerning the subject matter of this Consent Agreement are contained herein.  
16 This Consent Agreement and its attachments are made for the sole benefit of the Parties, and no other  
17 person or entity shall have any rights or remedies under or by reason of this Stipulated Judgment,  
18 unless otherwise expressly provided for therein.

19       **26. Notices.** Any notices or documents required or provided for by this Consent  
20 Agreement or related thereto that are to be provided to CSPA pursuant to this Consent Agreement  
21 shall be hand-delivered or sent by U.S. Mail, postage prepaid, and addressed as follows or, in the  
22 alternative, shall be sent by electronic mail transmission to the email addresses listed below:

23           Bill Jennings, Executive Director  
24           California Sportfishing Protection Alliance  
25           3536 Rainier Avenue  
26           Stockton, CA 95204  
27           E-mail: DeltaKeep@aol.com

28           With copies sent to:

1 Andrew L. Packard  
2 Law Offices of Andrew L. Packard  
3 100 Petaluma Boulevard North, Suite 301  
4 Petaluma, CA 94952  
5 Tel: (707) 763-7227  
6 E-mail: Andrew@packardlawoffices.com

7 And to:

8 Michael R. Lozeau  
9 Lozeau Drury LLP  
10 1516 Oak Street, Suite 216  
11 Alameda, CA 94501  
12 Tel: (510) 749-9102  
13 E-mail: Michael@LozeauDrury.com

14 Any notices or documents required or provided for by this Consent Agreement or related thereto that  
15 are to be provided to Defendants pursuant to this Consent Agreement shall be sent by U.S. Mail,  
16 postage prepaid, and addressed as follows or, in the alternative, shall be sent by electronic mail  
17 transmission to the email addresses listed below:

18 Brad Slender  
19 BCJ Unlimited  
20 3388 Regional Parkway, Suite A  
21 Santa Rosa, CA 95403  
22 Tel: (707) 544-0303

23 And to:

24 René Verduyssen  
25 Baldwin Contracting Company, Inc.  
26 1764 Skyway  
27 Chico, CA 95928  
28 Tel: (530) 891-6555

With copies sent to:

Michael E. Vinding  
Scharff, Brady & Vinding  
400 Capitol Mall, Ste. 2640  
Sacramento, CA 94814  
Tel: (916) 446-3400  
E-mail: mvinding@scharff.us

Each party shall promptly notify the other of any change in the above-listed contact information.

27. Signatures of the Parties transmitted by facsimile shall be deemed binding.

28. No Party shall be considered to be in default in the performance of any of its

1 obligations when a failure to perform is due to a “Force Majeure.” A Force Majeure event is any  
2 circumstances beyond the Party’s control, including, without limitation, any act of God, war, fire,  
3 earthquake, flood, and restraint by court order or public authority. A Force Majeure event does not  
4 include normal inclement weather, such as anything less than or equal to a 100 year/24-hour storm  
5 event, or inability to pay. Any Party seeking to rely upon this paragraph shall have the burden of  
6 establishing that it could not reasonably have been expected to avoid, and which by exercise of due  
7 diligence has been unable to overcome, the Force Majeure.

8 **29.** If for any reason the Court should decline to approve this Consent Agreement in the  
9 form presented, the Parties shall use their best efforts to work together to modify the Consent  
10 Agreement within thirty (30) days so that it is acceptable to the Court. If the Parties are unable to  
11 modify this Consent Agreement in a mutually acceptable manner, this Consent Agreement shall  
12 become null and void.

13 **30.** This Consent Agreement shall be deemed to have been drafted equally by the Parties,  
14 and shall not be interpreted for or against any Settling Party on the ground that any such party drafted  
15 it.

16 **31.** This Consent Agreement and the attachments contain all of the terms and conditions  
17 agreed upon by the Parties relating to the matters covered by the Consent Agreement, and supersede  
18 any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and  
19 communications of the Parties, whether oral or written, respecting the matters covered by this Consent  
20 Agreement. This Consent Agreement may be amended or modified only by a writing signed by the  
21 Parties or their authorized representatives, and then by order of the Court.

22 The Parties hereto enter into this Consent Agreement and respectfully submit it to the Court for  
23 its approval and entry as an Order and Final Judgment.

24  
25 Dated: \_\_\_\_\_ California Sportfishing Protection Alliance

26  
27 By: \_\_\_\_\_  
28 Bill Jennings, Executive Director

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Dated: \_\_\_\_\_ Baldwin Contracting Company, Inc., a California corporation

By: \_\_\_\_\_  
René Vercruyssen

Dated: \_\_\_\_\_ BCJ Sand and Rock, Inc., a California corporation

By: \_\_\_\_\_  
J. Brad Slender

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ted Hale

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**EXHIBIT A – Facility Site Map**

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**EXHIBIT B – Notices of Violation**



**EXHIBIT C**

| <b>Parameter</b>        | <b>Value</b>     |
|-------------------------|------------------|
| pH                      | 6.0 – 9.0        |
| Specific Conductivity   | 200 $\mu$ mho/cm |
| Total Suspended Solids  | 100 mg/L         |
| Oil & Grease            | 15 mg/L          |
| Total Nitrates/Nitrites | 0.677 mg/l       |

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