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17 Attorneys for Plaintiff  
18 CALIFORNIA SPORTFISHING  
19 PROTECTION ALLIANCE

20 UNITED STATES DISTRICT COURT  
21 EASTERN DISTRICT OF CALIFORNIA

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

25 Plaintiff,

26 vs.

27 NORTHSTATE RECYCLING, a California  
28 corporation, and WILLIAM SHORT, an  
individual,

Defendants.

Case No. 2:10-CV-01688-WBS-EFB

**[PROPOSED] CONSENT AGREEMENT**

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

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

WHEREAS, Defendant NORTHSTATE RECYCLING (hereinafter "NORTHSTATE") owns an approximately 13-acre recycling facility located at 2041 Girvan Road, in Redding, California (the

1 “Facility”), and Defendant WILLIAM SHORT is the owner/operator of Northstate Recycling<sup>1</sup>;

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

3 **WHEREAS**, the Facility collects and discharges storm water to Clear Creek and Clear Creek  
4 ultimately flows into the Sacramento River, and the Sacramento-San Joaquin Delta (a map of the  
5 Facility is attached hereto as Exhibit A and incorporated herein by reference);

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

11 **WHEREAS**, on or about April 29, 2010 Plaintiff provided notice of Defendants’ violations of  
12 the Act, and of its intention to file suit against Defendants, to the Administrator of the United States  
13 Environmental Protection Agency (“EPA”); the Administrator of EPA Region IX; the Executive  
14 Director of the State Water Resources Control Board (“State Board”); the Executive Officer of the  
15 Regional Water Quality Control Board, Central Valley Region (“Regional Board”); and to Defendants,  
16 as required by the Act, 33 U.S.C. § 1365(b)(1)(A) (true and correct copies of CSPA’s notice letters are  
17 attached as Exhibit B and incorporated herein by reference);

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

21 **WHEREAS**, CSPA filed a complaint (“Complaint”) against Defendants in the United States  
22 District Court, Eastern District of California, on July 1, 2010;

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

26 \_\_\_\_\_  
27 <sup>1</sup> Unless otherwise noted, NORTHSTATE and WILLIAM SHORT shall be referred to collectively herein as  
28 “DEFENDANTS.”

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

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

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

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

13 **I.       COMMITMENT OF DEFENDANTS**

14           **1.       Compliance With General Permit & Clean Water Act.** It is acknowledged by the  
15 parties that Defendants are not in compliance with the requirements of the General Permit and the  
16 Clean Water Act at the current time. Defendants will use good faith efforts as set forth under this  
17 Consent Agreement to bring the Facility in compliance with the requirements of the General Permit  
18 and the Clean Water Act. Beginning immediately, and throughout the term of this Consent  
19 Agreement, Defendants shall commence all measures needed to operate the Facility in full compliance  
20 with the requirements of the General Permit and the Clean Water Act, subject to any defenses  
21 available under the law.

22           **2.       Defendants’ Implementation of Specific Storm Water Best Management Practices**  
23 **at the Facility.** Defendants shall complete the implementations of the following storm water control  
24 measures/best management practices (“BMPs”) in accordance with the following schedule:

25                   (a)       Beginning immediately, Defendants shall maintain the existing sand filter  
26 located at the southwest corner of the Facility (see Exhibit A) in a working order designed to  
27 maximize and ensure the effectiveness of the treatment system. ;

1 (b) Defendants shall install a “second sand filter” at the location designated on the  
2 attached Facility Map (Exhibit A) on or before September 30, 2011. The second sand filter  
3 shall conform to the design specifications attached hereto and incorporated herein as Exhibit D.  
4 The Second sand filter shall also be maintained in a working order designed to maximize and  
5 ensure the effectiveness of the treatment system;

6 (c) Defendants shall pave the area designated as “Phase 1 Paving” on Exhibit A on  
7 or before September 30, 2011.

8 (d) Defendants shall pave the area designated as “Phase 2 Paving” on Exhibit A on  
9 or before September 30, 2012;

10 (e) Beginning the first week immediately following the Court Approval Date,  
11 Defendants shall sweep the Facility using a regenerative sweeper twice per week, every week.  
12 Defendants shall obtain a regenerative sweeper to be kept on site at the Facility. Defendants  
13 may elect to purchase a sweeper for use at the Facility or may lease or rent a regenerative  
14 sweeper from a third party. Should Defendants elect to lease or rent a regenerative sweeper  
15 from a third party, Defendants will not be relieved from performing the requirements of this  
16 paragraph in the event that the third party is unable or unwilling, for any reason, to provide a  
17 regenerative sweeper to Defendants in a time and manner sufficient to allow Defendants to  
18 perform the sweeping requirements of this paragraph;

19 (f) Defendants shall sweep the Facility using a magnetic sweeper at least three  
20 times per day, every business day, beginning the first business day of the first week  
21 immediately following the Court Approval Date;

22 (g) Defendants shall inspect the Facility perimeter and construct berms to prevent  
23 storm water discharges from any area of the Facility other than the designated outfall at the  
24 southwest corner of the Facility within 30 days of the Court Approval Date. Defendants shall  
25 report the findings of the perimeter inspection, and describe any berms constructed as a result  
26 of the inspection, to CSPA within 45 days of the Court Approval Date;

27 **3. SWPPP Amendments/Additional BMPs.** Within 30 days of mutual execution of this  
28

1 Consent Agreement, Defendants shall formally amend the SWPPP for the Facility to incorporate all of  
2 the relevant requirements of this Consent Agreement, as well as the revised Facility map attached  
3 hereto as Exhibit A.

4 **4. Sampling Frequency.** Defendants shall collect and analyze stormwater samples from  
5 four (4) storm events, as qualified in the General Permit<sup>2</sup>, during each the Wet Season<sup>3</sup> covered under  
6 the Term<sup>4</sup> of this Consent Agreement (2011-2012; 2012-2013; and 2013-2014 Wet Seasons). The  
7 storm water sample results shall be compared with the values set forth in Exhibit C, attached hereto,  
8 and incorporated herein by reference. If the results of any such samples exceed the parameter values  
9 set forth in Exhibit C, Defendants shall comply with the “Action Memorandum” requirements set forth  
10 below.

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

18 **6. “Action Memorandum” Trigger; CSPA Review of “Action Memorandum”; Meet-**  
19 **and-Confer.** If Defendants fail to comply with the terms and requirements of Paragraphs 1 or 2, or  
20 any subparts thereto, of this Consent Agreement, or if any sample taken during any of the Wet Seasons  
21 referenced in Paragraph 4 above exceeds the evaluation levels set forth in Exhibit C, Defendants shall  
22 prepare a written statement discussing the non-compliance and/or exceedance(s), the possible cause  
23 and/or source of the non-compliance and/or exceedance(s), and additional measures that will be taken  
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25 <sup>2</sup> “Qualifying Storm Events” under the General Permit are those events in which (i) the samples taken are preceded by at  
26 least three (3) working days during which no storm water discharges from the Facility have occurred; (ii) the samples are  
27 collected within the first hour that flow is observed at the Discharge Point being sampled; and (iii) the samples are collected  
28 during daylight operating hours.

<sup>3</sup> The Wet Season runs from October 1<sup>st</sup> to May 31<sup>st</sup> of each year.

<sup>4</sup> The Term of this Consent Agreement includes the date the execution by both parties up to and including September 30,  
2014.

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

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

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

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

18 **10.** As mitigation of the Clean Water Act violations alleged in CSPA Complaint,  
19 Defendants agree to pay the sum of \$65,000 within seven (7) days after the Court Approval Date to the  
20 Rose Foundation for Communities and the Environment for projects to improve water quality in Clear  
21 Creek, the Sacramento River and/or the Sacramento-San Joaquin River Delta. To the extent possible,  
22 the Rose Foundation shall direct Defendant's \$65,000 payment to for the improvement of water  
23 quality in Clear Creek,

24 **11.** Defendants agree to reimburse CSPA in the amount of \$29,725.00 to defray CSPA's  
25 reasonable investigative, expert, consultant and attorneys' fees and costs, and all other costs incurred  
26 as a result of investigating the activities at the Facility, bringing the Action and negotiating a resolution  
27 in the public interest. Such payment shall be made to the Jackson & Tuerck Attorney-Client Trust  
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1 Account within seven (7) days after the Court Approval Date.

2 **12. Compliance Monitoring Funding.** To defray CSPA's reasonable investigative,  
3 expert, consultant and attorneys' fees and costs associated with monitoring Defendants' compliance  
4 with this Consent Agreement, Defendants agree to contribute \$5,000 for each of the four years covered  
5 by this Consent Agreement, to a compliance monitoring fund maintained by CSPA. Compliance  
6 monitoring activities may include, but shall not be limited to, site inspections, review of water quality  
7 sampling reports, review of annual reports, discussions with representatives of Defendants concerning  
8 the Action Memoranda referenced above, and potential changes to compliance requirements herein,  
9 preparation for and participation in meet-and-confer sessions, water quality sampling and analysis, and  
10 compliance related activities. The first such payment in the amount of \$5,000 shall be made payable  
11 to the Jackson & Tuerck Attorney-Client Trust Account within seven (7) days of the Court Approval  
12 Date. The second installment shall be due on June 1, 2012. The third installment shall be due on June  
13 1, 2013.

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

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



1           **14. CSPA Waiver and Release.** Upon Court approval and entry of this Consent  
2 Agreement, CSPA, on its own behalf and on behalf of its members, subsidiaries, successors, assigns,  
3 directors, officers, agents, attorneys, representatives, and employees, releases Defendants and their  
4 officers, directors, employees, shareholders, parents, subsidiaries, and affiliates, and each of their  
5 predecessors, successors and assigns, and each of their agents, attorneys, consultants, and other  
6 representatives (each a “Released Defendant Party”) from, and waives all claims which arise from or  
7 pertain to the Action, including, without limitation, all claims for injunctive relief, damages, penalties,  
8 fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or  
9 any other sum incurred or claimed or which could have been claimed in this Action, for the alleged  
10 failure of Defendants to comply with the Clean Water Act at the Facility, up to the Effective Date of  
11 this Consent Decree.

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

19           **16.** Upon the Court Approval Date, the Parties shall file with the Court a Stipulation and  
20 Order that shall provide that:

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

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

1 **IV. MISCELLANEOUS PROVISIONS**

2 17. The Parties enter into this Consent Agreement for the purpose of avoiding prolonged  
3 and costly litigation. Nothing in this Consent Agreement shall be construed as, and Defendants  
4 expressly do not intend to imply, an admission as to any fact, finding, issue of law, or violation of law,  
5 nor shall compliance with this Consent Agreement constitute or be construed as an admission by  
6 Defendants of any fact, finding, conclusion, issue of law, or violation of law. However, this paragraph  
7 shall not diminish or otherwise affect the obligation, responsibilities, and duties of the Parties under  
8 this Consent Agreement.

9 18. The Term of this Consent Agreement shall terminate on September 30, 2014.

10 19. The Consent Agreement may be executed in one or more counterparts which, taken  
11 together, shall be deemed to constitute one and the same document. An executed copy of this Consent  
12 Agreement shall be valid as an original.

13 20. In the event that any of the provisions of this Consent Agreement is held by a court to  
14 be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

15 21. The language in all parts of this Consent Agreement, unless otherwise stated, shall be  
16 construed according to its plain and ordinary meaning. This Consent Agreement shall be construed  
17 pursuant to California law, without regarding to conflict of law principles.

18 22. The undersigned are authorized to execute this Consent Agreement on behalf of their  
19 respective parties and have read, understood and agreed to be bound by all of the terms and conditions  
20 of this Consent Agreement.

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

26 24. **Notices.** Any notices or documents required or provided for by this Consent  
27 Agreement or related thereto that are to be provided to CSPA pursuant to this Consent Agreement  
28

1 shall be hand-delivered or sent by U.S. Mail, postage prepaid, and addressed as follows or, in the  
2 alternative, shall be sent by electronic mail transmission to the email addresses listed below:

3 Bill Jennings, Executive Director  
4 California Sportfishing Protection Alliance  
5 3536 Rainier Avenue  
6 Stockton, CA 95204  
7 E-mail: DeltaKeep@aol.com

8 With copies sent to:

9 Robert J. Tuerck, Esq.  
10 Jackson & Tuerck  
11 P.O. Box 148  
12 429 W. Main Street, Suite C  
13 Quincy, CA 95971  
14 Tel: 530-283-0406  
15 Fax: 530-283-0416  
16 E-mail: Bob@JacksonTuerck.com

17 Andrew L. Packard  
18 Law Offices of Andrew L. Packard  
19 100 Petaluma Boulevard North, Suite 301  
20 Petaluma, CA 94952  
21 Tel: (707) 763-7227  
22 E-mail: Andrew@packardlawoffices.com

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

27 Northstate Recycling  
28 2041 Girvan  
Redding, CA 96001  
Tel: (530) 243-4780

With copies sent to:

Bartley S. Fleharty  
Wells, Small, Fleharty & Weil  
292 Hemsted Drive  
P.O. Box 991828  
Redding, CA 96099

1 Tel: (530) 223-1800  
2 Fax.: (530) 223-1809  
3 E-mail: bfleharty@wsfwlaw.com

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

5 **25.** Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

6 **26.** No Party shall be considered to be in default in the performance of any of its obligations  
7 when a failure to perform is due to a "Force Majeure." A Force Majeure event is any circumstances  
8 beyond the Party's control, including, without limitation, any act of God, war, fire, earthquake, flood,  
9 and restraint by court order or public authority. A Force Majeure event does not include normal  
10 inclement weather, such as anything less than or equal to a 100 year/24-hour storm event, or inability  
11 to pay. Any Party seeking to rely upon this paragraph shall have the burden of establishing that it  
12 could not reasonably have been expected to avoid, and which by exercise of due diligence has been  
13 unable to overcome, the Force Majeure.

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

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

22 **29.** This Consent Agreement and the attachments contain all of the terms and conditions  
23 agreed upon by the Parties relating to the matters covered by the Consent Agreement, and supersede  
24 any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and  
25 communications of the Parties, whether oral or written, respecting the matters covered by this Consent  
26 Agreement. This Consent Agreement may be amended or modified only by a writing signed by the  
27 Parties or their authorized representatives, and then by order of the Court.

28 **30.** Except in case of an emergency but subject to the regulatory authority of any applicable

1 governmental authority, any breach of or default under this Consent Agreement capable of being cured  
2 shall be deemed cured if, within five (5) days of first receiving notice of the alleged breach or default,  
3 or within such other period approved in writing by the Party making such allegation, which approval  
4 shall not be unreasonably withheld, the party allegedly in breach or default has completed such cure or,  
5 if the breach or default can be cured but is not capable of being cured within such five (5) day period,  
6 has commenced and is diligently pursuing to completion such cure.

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

9  
10 Dated: \_\_\_\_\_ California Sportfishing Protection Alliance

11  
12 By: \_\_\_\_\_  
13 Bill Jennings, Executive Director

14  
15 Dated: \_\_\_\_\_ Northstate Recycling

16  
17 By: \_\_\_\_\_  
18 William Short, Owner of Northstate Recycling

19 Dated: \_\_\_\_\_ William Short

20  
21 By: \_\_\_\_\_  
22 William Short

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**EXHIBIT A – Facility Site Map**

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**EXHIBIT B – Notice of Violation**

**EXHIBIT C**

<b>Parameter</b>	<b>Value</b>
pH	6.0 – 9.0
Specific Conductivity	200 µmhos/cm
Total Suspended Solids	100 mg/L
Oil & Grease	15 mg/L
Copper	0.0636 mg/L
Iron	1.0 mg/L
Zinc	0.117 mg/L
Lead	0.0816 mg/L
Aluminum	0.75 mg/L
Chemical Oxygen Demand	120 mg/L
Nickel	1.417 mg/L
Arsenic	0.16854 mg/L
Cadmium	0.0159 mg/L

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**EXHIBIT D – Second Sand Filter Design Documentation**