

1
2 Michael R. Lozeau (State Bar No. 142893)
3 Victoria A. Yundt (State Bar No. 326186)
4 LOZEAU DRURY LLP
5 1939 Harrison Street, Suite 150
6 Oakland, CA 94612
7 Tel: (510) 836-4200
8 Fax: (510) 836-4205
9 E-mail: michael@lozeaudrury.com
10 victoria@lozeaudrury.com

11 Attorneys for Plaintiff
12 California Sportfishing Protection Alliance, Inc.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 CALIFORNIA SPORTFISHING
17 PROTECTION ALLIANCE, a non-
18 profit corporation,
19
20 Plaintiff,
21
22 v.
23 CLOVER FLAT LAND FILL INC., a
24 California corporation
25
26 Defendant.

Civil No. 3:22-cv-04704-LB

STIPULATED REQUEST FOR
ENTRY OF CONSENT DECREE

(Federal Water Pollution Control Act,
33 U.S.C. § 1251 *et seq.*)

Honorable Judge Laurel Beeler

On January 12, 2023, Plaintiff California Sportfishing Protection Alliance and Defendant Clover Flat Land Fill Inc. (collectively, “the Parties”) entered into a [Proposed] Consent Decree, setting forth mutually agreeable settlement terms to resolve the matter in its entirety.

On January 12, 2023, Plaintiff sent a letter to the United States Department of Justice and the United States Environmental Protection Agency to trigger a mandatory 45-day review period to review the [Proposed] Consent Decree entered into by the Parties. See 33 U.S.C. § 1365(c); 40 C.F.R. § 135.5.

On January 13, 2023, the Parties filed a Notice of Settlement and Joint Stipulation to Vacate Existing Case Deadlines and a [Proposed] Order Vacating Existing Case Deadlines with the Court. On January 13, 2023, the Court entered that requested order.

On February 27, 2023, the Department of Justice sent the Parties a letter indicating that the federal agencies had no objection to entry of the [Proposed] Consent Decree. The letter is attached hereto as Exhibit 1. Accordingly, the Parties hereby respectfully request that the Court enter the [Proposed] Consent Decree, attached hereto as Exhibit 2, and filed with the Court contemporaneously with this request.

LOZEAU DRURY LLP

Dated: March 2, 2023

By: /s/ Michael R. Lozeau
Michael R. Lozeau
Attorneys for Plaintiff*

BRADY & VINDING

Dated: March 8, 2023

By: /s/ Michael E. Vinding
Michael E. Vinding
Attorneys for Defendant

*Pursuant to Northern District Local Rule 5-1 (h)(3), the filer of this document attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

EXHIBIT 1



U.S. Department of Justice

Environment and Natural Resources Division

90-1-24-06048

*Law and Policy Section
P.O. Box 7415
Washington, DC 20044-7415*

*Telephone (202) 514-1442
Facsimile (202) 514-4231*

February 27, 2023

PROVIDED TO COUNSEL OF RECORD
TO SUBMIT TO THE COURT VIA ECF

Clerk's Office
United States District Court
Northern District of California
Phillip Burton Federal Building & United States Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102

Re: *California Sportfishing Protection Alliance v. Clover Flat Land Fill* (N.D. Cal.),
Case No. 3:22-cv-04704

Dear Clerk of Court:

I am writing to notify you that the United States has reviewed the proposed consent judgment in this action and does not object to its entry by this Court.

On January 13, 2023, the Citizen Suit Coordinator for the Department of Justice received a copy of the proposed consent judgment in the above-referenced case for review pursuant to the Clean Water Act, 33 U.S.C. § 1365(c)(3).¹ This provision provides, in relevant part:

No consent judgment shall be entered in an action in which the United States is not a party prior to 45 days following the receipt of a copy of the proposed consent judgment by the Attorney General and the Administrator.

¹ The term "consent judgment" in the Clean Water Act citizen suit provisions has a broad meaning and encompasses all instruments entered with the consent of the parties that have the effect of resolving any portion of the case. For example, a document stipulating to dismissal of a case of any part thereof is within the scope of this language. Such documents and any associated instruments must be submitted to the United States and the court for review, notwithstanding any provisions purporting to maintain the confidentiality of such materials. The Department monitors citizen suit litigation to review compliance with this requirement.

See also 40 C.F.R. § 135.5 (service on Citizen Suit Coordinator in the U.S. Department of Justice). A settlement that does not undergo this federal review process is at risk of being void.

In its review, the United States seeks to ensure that the proposed consent judgment complies with the requirements of the relevant statute and is consistent with its purposes. *See Local 93, Int’l Ass’n of Firefighters v. City of Cleveland*, 478 U.S. 501, 525-26 (1986) (a consent decree should conform with and further the objectives of the law upon which the complaint was based). For example, if the defendant has been out of compliance with statutory or permit requirements, the proposed consent judgment should require the defendant to come into prompt compliance and should include a civil penalty, enforceable remedies, injunctive relief, and/or an environmentally beneficial project payment sufficient to deter future violations, or combinations of the above.

In this case, the proposed consent decree requires, *inter alia*, that Clover Flat Land Fill submit a payment to a non-party organization to be used for projects to improve the water quality in the Napa River watershed. Where a consent judgment provides for the payment of sums to a third party that is to undertake an environmentally beneficial project and/or acquire a property interest that will have environmental benefits, the United States typically requests that the third party provide a letter to the Court and to the United States representing that it is a 501(c)(3) tax exempt entity and that it: (1) has read the proposed consent judgment; (2) will spend any monies it receives under the proposed judgment for the purposes specified in the judgment; (3) will not use any money received under the proposed consent judgment for political lobbying activities; and (4) will submit to the Court, the United States, and the parties a letter describing how the funds were spent. In a letter attached as Exhibit A the intended recipient of the funds confirmed that any funds received as a result of the proposed consent decree would be used solely for the purpose outlined in the consent decree and no portion of the funds would be used for political lobbying activities. The United States believes that this letter will help to ensure that any monies expended under the consent judgment will be used in a manner that furthers the purposes of the Clean Water Act and that is consistent with the law and the public interest.

Given the facts of this case, the United States has no objection to the proposed consent judgment. The fact that we do not have a basis to object to this consent judgment does not imply approval of this instrument.

The United States affirms for the record that it is not bound by this settlement. *See, e.g., Hathorn v. Lovorn*, 457 U.S. 255, 268 n.23 (1982) (Attorney General is not bound by cases to which he was not a party); *Gwaltney of Smithfield, Ltd. v. Chesapeake Bay Found. Inc.*, 484 U.S. 49, 60 (1987) (explaining that citizen suits are intended to “supplement rather than supplant governmental action”); *Sierra Club v. Electronic Controls Design*, 909 F.2d 1350, 1356 n.8 (9th Cir. 1990) (explaining that the United States is not bound by citizen suit settlements, and may “bring its own enforcement action at any time”); 131 Cong. Rec. S15,633 (June 13, 1985) (statement of Senator Chafee, on Clean Water Act section 505(c)(3), confirming that the United States is not bound by settlements when it is not a party). The United States also notes that, if the parties subsequently propose to modify any final consent judgment entered in this case, the parties should so notify the United States, and provide a copy of the proposed modifications, forty-five days before the Court enters any such modifications. *See* 33 U.S.C. §1365(c)(3).

We appreciate the attention of the Court. Please contact the undersigned at 202-514-4624 if you have any questions.

Sincerely,

/s/ Hunter J. Kendrick

Hunter J. Kendrick, Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Law and Policy Section
P.O. Box 7415
Washington, D.C. 20044-4390

cc: Counsel on Record via ECF

Exhibit A

201 4TH STREET, SUITE 102, OAKLAND, CA 94607
ROSE@ROSEFDN.ORG



WWW.ROSEFDN.ORG

OFFICE: 510 .658 .0702
FAX: 510 .658 .0732

February 22, 2023

Chelsea McDonald, Paralegal
United States Department of Justice
Environment & Natural Resources Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, D.C. 20044-7415
Cc: Steven Barnett, Trial Attorney

Re: California Sportfishing Protection Alliance v. Clover Flat Land Fill, 3:22-cv-04704

Dear Ms. McDonald,

This letter is intended to provide assurance that I have received the Consent Decree between the above parties and that I am authorized by my Executive Director and Board of Directors to make the following binding commitments on behalf of the Rose Foundation.

- 1) I understand that the Rose Foundation should receive funds from Defendant as specified in the Consent Decree.
- 2) The Rose Foundation shall only use these funds for providing grants to environmentally beneficial projects relating to water quality improvements in the Napa River watershed.
- 3) After funds are dispersed, the Rose Foundation shall send a report to the Justice Department and the Settling Parties setting forth the recipient and purpose of the funds and demonstrating conformance with the nexus of the Consent Decree.

Rose Foundation for Communities and the Environment

The Rose Foundation is a 501(c)(3) public charity (tax ID#94-3179772). Its mission is to support grassroots initiatives to inspire community action to protect the environment, consumers and public health. To fulfill this mission, the Rose Foundation conducts the following activities:

- Raise money to award as grants to qualified non-profit organizations conducting charitable operations. The Foundation does not support political lobbying activities prohibited by Section 501(c)(3) of the IRS Code.
- Work directly in schools and in the community to encourage environmental stewardship and civic participation.

- Help government efforts to control pollution and protect the environment by encouraging community engagement in local, state, and federal research and policy development.

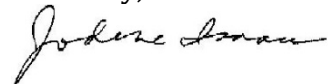
Within this broad range of activities, all the Rose Foundation's work revolves around one or more of the following strategic themes:

- Build and maintain a bridge between the community and organized philanthropy.
- Protect the natural environment, public health, and community and consumer rights.
- Promote collaboration between labor, environmental, business, consumer, and social interests.
- Cultivate a new generation of environmental stewards and social policy leaders.
- Respect the inalienable rights protected by our nation's constitution, and the essential human rights to clean air, clean water, and individual dignity and privacy.

The Rose Foundation is governed by a Board of Directors. Grant applicants are required to submit written proposals, which must include at a minimum specific information about the goals, activities and projected outcomes of the proposed project, background about the charitable applicant, budget information, and a specific funding request. The Foundation may require additional information in order to fully evaluate the application. Applications are first screened by Foundation staff. Staff then make recommendations to the Foundation Board for action. The Foundation requires all projects to submit written reports within one year of receipt of the grant award describing work conducted under the grant, thereby providing an accountability mechanism over funds awarded. Annual audits by the certified public accounting firm Maze and Associates are posted on the Foundation's website www.rosefdn.org.

I hope this provides you with the information you require. Please do not hesitate to contact me with any questions, or for additional information at (510) 658-0702 or jisaacs@rosefdn.org.

Sincerely,



Jodene Isaacs
Mitigation Funds Director

EXHIBIT 2

Michael R. Lozeau (State Bar No. 142893)
 Victoria A. Yundt (State Bar No. 326186)
 LOZEAU DRURY LLP
 1939 Harrison Street, Suite 150
 Oakland, CA 94612
 Tel: (510) 836-4200
 Fax: (510) 836-4205
 E-mail: michael@lozeaudrury.com
 victoria@lozeaudrury.com

Attorneys for Plaintiff
 California Sportfishing Protection Alliance, Inc.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

CALIFORNIA SPORTFISHING
 PROTECTION ALLIANCE, a non-profit
 corporation,

Plaintiff,

v.

CLOVER FLAT LAND FILL INC., a
 California corporation

Defendant.

Civil No. 3:22-cv-04704-LB

[PROPOSED] CONSENT DECREE

(Federal Water Pollution Control Act, 33
 U.S.C. § 1251 *et seq.*)

Honorable Judge Laurel Beeler

CONSENT DECREE

The following Consent Decree is entered into by and between Plaintiff California Sportfishing Protection Alliance (“Plaintiff” or “CSPA”), and Defendant Clover Flat Land Fill Inc. (“Defendant” or “Clover Flat”). The entities entering this Consent Decree are each an individual “Settling Party” and collectively “Settling Parties.”

WHEREAS, CSPA is a 501(c)(3) non-profit, public benefit corporation duly organized and existing under the laws of the State of California, dedicated to the protection, enhancement, and restoration of the Sacramento River, its tributaries, and other California waters;

WHEREAS, Clover Flat owns and operates the Clover Flat Resource Recovery Park and Landfill located at 4380 Silverado Trail in Calistoga, California (the “Facility”);

1 WHEREAS, stormwater discharges associated with industrial activity at the Facility are regulated
2 pursuant to the National Pollutant Discharge Elimination System (NPDES) General Permit No.
3 CAS000001 [State Water Resources Control Board], Water Quality Order No. 2014-57-DWQ
4 (hereinafter “Industrial Stormwater Permit”), issued pursuant to Section 402 of the Federal Water
5 Pollution Control Act (the “Clean Water Act” or “Act”), 33 U.S.C. § 1342.

6 WHEREAS, the Facility falls within Standard Industrial Classification (“SIC”) codes 4953
7 (Refuse Systems), 5093 (Scrap and Waste Materials), and 2875 (Fertilize, Mixing Only). A map of the
8 Facility depicting key features and the stormwater discharge and monitoring locations is attached and
9 incorporated by reference as Exhibit A.

10 WHEREAS, the Industrial Stormwater Permit includes the following requirements for all
11 permittees, including Clover Flat: (1) develop and implement a stormwater pollution prevention plan
12 (“SWPPP”), (2) control pollutant discharges using, as appropriate, best available technology
13 economically achievable (“BAT”) or best conventional pollutant control technology (“BCT”) to prevent
14 or reduce pollutants, (3) implement BAT and BCT through the development and application of Best
15 Management Practices (“BMPs”), which must be included and updated in the SWPPP, and (4) when
16 necessary, implement additional BMPs to prevent or reduce any pollutants that are causing or
17 contributing to any exceedance of water quality standards;

18 WHEREAS, on or around February 18, 2022, CSPA served Clover Flat, the Administrator of the
19 U.S. Environmental Protection Agency (EPA), the Executive Director of the State Water Resources
20 Control Board (“State Water Board”), the Executive Officer of the Regional Water Quality Control
21 Board, San Francisco Bay Region (“Regional Water Board”), and the Regional Administrator of EPA
22 Region IX, with a notice of intent to file suit (“60-Day Notice”) under Section 505(b)(1)(a) of the Clean
23 Water Act, 33 U.S.C. § 1365(b)(1)(A), alleging violations of the Act and the Industrial Stormwater Permit
24 at the Facility;

25 WHEREAS, on August 16, 2022, CSPA filed a complaint against Clover Flat in the United States
26 District Court, Northern District of California, entitled *California Sportfishing Protection Alliance v.*
27 *Clover Flat Land Fill Inc.*, Civil Case No. 3:22-cv-04704-LB (“Complaint”);
28

1 WHEREAS, CSPA alleges Clover Flat is in violation of the substantive and procedural
2 requirements of the Industrial Stormwater Permit and the Clean Water Act;

3 WHEREAS, Clover Flat denies all allegations and claims contained in the 60-Day Notice and the
4 Complaint and reserves all rights and defenses with respect to such allegations and claims;

5 WHEREAS, the Settling Parties stipulate and agree that the resolution contemplated herein does
6 not waive, and shall not operate as res judicata (claim preclusion) or collateral estoppel (issue preclusion)
7 to any claim(s) CSPA may have or that may arise regarding sampling for the presence of perfluoroalkyl
8 and polyfluoroalkyl substances (“PFAS”) and any BATs and/or BMPs to address those samples, if any.

9 WHEREAS, the Settling Parties believe it is in their mutual interest and choose to resolve in full
10 CSPA’s allegations in the 60-Day Notice and Complaint through settlement and avoid the cost and
11 uncertainties of litigation;

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

14 I. OBJECTIVES

15 1. It is the express purpose of the Settling Parties to further the objectives set forth in the Clean
16 Water Act, 33 U.S.C. §§ 1251 *et seq.*, and to resolve those issues alleged by CSPA in its 60-Day Notice
17 and Complaint. In light of these objectives and as set forth fully below, Clover Flat agrees to comply
18 with the provisions of this Consent Decree and to comply with the Industrial Stormwater Permit and all
19 applicable provisions of the Clean Water Act.

20 II. TERM OF CONSENT DECREE

21 2. **Effective Date:** The Effective Date of this Consent Decree shall be the last day for the U.S.
22 Department of Justice (“DOJ”) to provide comment on this Consent Decree pursuant to Clean Water Act
23 Section 505(c)(3), 33 U.S.C. § 1365(c)(3), i.e., the 45th day following DOJ’s receipt of the Consent
24 Decree.

25 3. **Term of Consent Decree:** This Consent Decree shall continue in effect until two years from
26 the Effective Date (the “Term”), at which time the Consent Decree, and all obligations under it, shall
27 automatically terminate, unless one of the Settling Parties has invoked Dispute Resolution in accordance
28 with Paragraph 25.

4. **Early Termination:** If Clover Flat should cease industrial operations at the site and file a Notice of Termination (“NOT”) under the Industrial Stormwater Permit prior to the termination date of this Consent Decree, Clover Flat shall send CSPA a copy of the proposed NOT concurrent with its submittal to the Regional Water Board. Within ten (10) days of the Regional Water Board’s approval of the NOT, Clover Flat shall notify CSPA in writing of the approval and remit all outstanding payments, including stipulated payments, to CSPA. In the event a new successor or assign continues industrial operations at the site and assumes responsibility for implementation of this Consent Decree pursuant to Paragraph 43, Clover Flat shall notify CSPA within ten (10) days of the transition.

III. BEST MANAGEMENT PRACTICES

5. In order to further reduce or prevent pollutants associated with industrial activity from discharging via stormwater to the waters of the United States, Clover Flat shall implement additional appropriate structural and non-structural BMPs to, at a minimum, comply with the requirements of the Industrial Stormwater Permit.

6. Structural Best Management Practices.

A. By not later than November 15, 2022, Clover Flat shall implement in full and maintain the 2022 Winterization Plan depicted in the map and accompanying photographs attached hereto and incorporated by reference at Exhibits A, B, and C. The photographs attached at Exhibit B depict the minimum erosion control measures that Clover Flat must install and maintain throughout each rainy season to address storm water flowing within the drainage for SL-5A. The photographs attached at Exhibit C depict the minimum erosion control measures that Clover Flat must install and maintain throughout each rainy season to address storm water flowing within the drainage for SL-4. Each of the water bars and erosion control measures depicted on the 2022 Winterization Plan for the SL-4 Access Roads and the SL-5A Access Road shall be designed and implemented consistent with the placement, location, design, materials and number of water bars indicated on Exhibit A and accompanying photographs attached at Exhibits B and C. For purposes of this Consent Decree, the rainy season extends from October 1 through May 30.

B. Water bar design and implementation for the SL-4 Access Roads and the SL-5A Access Road also shall be consistent with the following guidelines:

1 i. The water bars and inboard ditch shall be constructed and maintained to drain
2 water from the road surface and route it to the adjacent slope without causing any
3 gullying or visible erosion.

4 ii. The erosion control measures depicted in Exhibits A through C shall be
5 installed and maintained in a manner to prevent the creation of any gulley on any
6 adjacent slope or at the storm water discharge locations. Clover Flat shall ensure that the
7 slopes downgradient of the SL4 Access Roads and the SL-5A Access Road receiving
8 any runoff are sufficiently vegetated or armored with rip rap to prevent any gullying or
9 visible erosion.

10 iii. Additional erosion control measures supplementing the measures depicted in
11 Exhibits A through C shall be installed and maintained as necessary to ensure the
12 effectiveness of the depicted minimum measures and to address any shortcomings in the
13 erosion control effectiveness of the minimum measures observed by the Clover Flats.

14 C. With the exception of emergency vehicles, Clover Flat shall prohibit any vehicle
15 travel on the northern Access Road to SL-4 during each rainy season (from October 1 through
16 May 30). See Exhibit A.

17 D. With the exception of emergency vehicles, Clover Flat shall prohibit any vehicle
18 travel on the Access Road to SL-5A during each rainy season (from October 1 through May 30).
19 See Exhibit A.

20 E. With the exception of emergency vehicles, Clover Flat shall minimize the use of
21 any light trucks and other vehicles on the southern Access Road to SL-4 during each rainy season.
22 Immediately after any vehicle use of the southern Access Road Clover Flat shall inspect and, if
23 necessary, maintain or repair any erosion control features that were observed to be damaged or
24 altered.

25 F. By not later than December 15, 2022, Clover Flat shall install sediment control
26 measures in the drop inlet marked as "Existing Drop Inlet" on Exhibit A. Clover Flat shall prohibit
27 the parking or storage of any vehicles or equipment within the area draining to Existing Drop
28 Inlet.

1 7. Rainy Season Inspections. During each rainy season (from October 1 through May 30) within
2 the term of this Consent Order, each measure identified in the 2022 Winterization Plan (Exhibit A) and
3 depicted in the photos included as Exhibits B and C, and any update thereto, including but not limited to
4 all water bars, rip rap, gravel road surfacing, geotextile or fiber matting; fiber rolls or waddles, shall be
5 inspected on the following schedule:

6 A. At least once a week when there is no precipitation in the prior week; the day
7 before any forecast rain event, and at the conclusion of any rain event.

8 B. Clover Flat shall inspect the erosion control measures within drainage areas SL-4
9 and SL-5A during at least two storm events producing storm water runoff to those sampling
10 locations.

11 8. Maintenance and Repairs. Before and during each rainy season, Clover Flat shall maintain
12 all the erosion control measures identified or depicted in Exhibits A through C in good working order.
13 Any significant degradation or damage affecting the functionality of the erosion control measures
14 observed during the required inspections shall be promptly repaired. Any such repairs shall be made
15 within 24 hours of the observation to the extent feasible.

16 9. Inspection Photos and Video. Photos of each erosion control measure identified or depicted
17 in Exhibits A through C shall be taken during each inspection required by Paragraph 7. Clover Flat shall
18 videorecord the wet weather inspections of drainage areas SL-4 and SL-5A conducted pursuant to
19 Paragraph 7(B) above for the term of this Agreement. Such video recording shall document the conditions
20 of the relevant section of roads and erosion control measures depicted in Exhibits B and C.

21 10. Log of Erosion Control Measure Inspections: Clover Flat shall prepare and maintain a log
22 of the inspections and maintenance of the erosion control measures identified in the 2022 Winterization
23 Plan ("Inspection Log"). The Inspection Log shall indicate the staff or third-party consultants who
24 completed the inspection and any maintenance activity and when it was completed. The Inspection Log
25 along with any photographs or videos taken pursuant to Paragraph 9, shall be made available for
26 inspection by CSPA at any site inspection or otherwise within three (3) business days of advance request
27 by CSPA.

28 11. **Employee Training**: Clover Flat shall hire qualified third-party consultants or develop and

1 implement an employee training program that meets the following requirements:

2 A. Within thirty (30) days of the Effective Date, Clover Flat shall develop and
3 implement a training program, including any training materials needed for effective
4 implementation of the training program, for the Facility ("Training Program"). The Training
5 Program shall ensure: (1) that there are sufficient number of employees delegated to the
6 Stormwater Pollution Prevention Team (as referenced in the Industrial Stormwater Permit)
7 (hereinafter "delegated employees") to achieve compliance with the Industrial Stormwater Permit
8 and this Consent Decree, and (2) that these delegated employees are properly trained to perform
9 the activities required by the Industrial Stormwater Permit and this Consent Decree. At a
10 minimum, the Training Program shall require the following:

11 i. Language. Clover Flat shall conduct the Training Program in the language or
12 languages in which all employees participating are fluent;

13 ii. BMP Training. Clover Flat shall train all delegated employees on the BMPs
14 included in this Consent Decree and the SWPPP to ensure that BMPs are implemented effectively and
15 on schedule and structural BMPs are maintained properly. Clover Flat shall train individual delegated
16 employees on their specific responsibilities in implementing BMPs.

17 iii. Stormwater Sampling Training. Clover Flat shall designate an adequate number
18 of employees or third party consultants necessary to collect stormwater samples as required by this
19 Consent Decree. The Training Program shall include the proper sampling protocols to ensure stormwater
20 samples are properly collected, stored, and submitted to a certified laboratory.

21 iv. Visual Observation Training. Clover Flat shall provide training on how and when
22 to properly conduct visual observations to all employees performing visual observations at the Facility.

23 v. All employees who are employed full time at the Facility shall participate in the
24 Training Program (either the delegated employee training or general awareness training) within thirty
25 (30) days of the Effective Date and annually thereafter. New employees who are employed full time at
26 the Facility shall participate in the Training Program within thirty (30) days of their hiring date.

27 vi. The Training Program shall be provided by a representative of Clover Flat who is
28 familiar with the requirements of this Consent Decree and the Industrial Stormwater Permit.

vii. Clover Flat shall maintain training records to document compliance with this section, and shall provide CSPA with a copy of these records within three (3) days of receipt of a written request.

viii. If and when appropriate, Clover Flat shall integrate any new training requirements resulting from this Consent Decree into the Facility SWPPP. Clover Flat shall also revise the Facility SWPPP, if and when appropriate, to identify the positions responsible for carrying out stormwater management, monitoring, sampling, and SWPPP implementation.

IV. SAMPLING, MONITORING, INSPECTION & REPORTING

12. **Rain Gauge:** Within thirty (30) days of the Effective Date, Clover Flat shall install a recording rain gauge capable of continuously recording rainfall at the Facility with a resolution of no less than 0.01 inches. Clover Flat shall maintain the rain gauge in accordance with manufacturers' recommendations, maintain records of all maintenance, and provide maintenance records within fourteen (14) days of a request by CSPA.

13. **Amendment of SWPPP.** If not already completed, within thirty (30) days of the Effective Date, Clover Flat shall amend the Facility's SWPPP to the extent necessary to incorporate all changes, improvements, and best management practices set forth in or resulting from this Consent Decree. Clover Flat shall ensure that all maps, tables, and text comply with the requirements of the Permit. A copy of the amended SWPPP shall be provided to CSPA within ten (10) business days of completion.

14. **End-of-Year Summary:** By July 15 following each Reporting Year that occurs during the term of this Consent Decree, Clover Flat shall prepare and send to CSPA an End-of-Year Summary that includes: (1) a summary chart with all of the sample results from the previous Reporting Year including the constituent concentration(s) from sample(s) collected at the Facility exceeding the Target Levels in Table 1 ("Exceedance(s)"); and (2) identification of any new BMP(s) that Clover Flat has implemented or will implement not already discussed in a prior End-of-Year Summary or Action Plan for the immediately previous Reporting Year.

Table 1. Target Levels.

Contaminant	Target Level
Aluminum	0.75 mg/L
Iron	1.0 mg/L
Zinc	0.26 mg/L
N + N	0.68 mg/L
Total Suspended Solids	100 mg/L

15. **Action Plan:** If any sample result shows any Exceedance(s) of Target Levels at the Facility, Clover Flat shall submit an Action Plan to CSPA by July 15.

16. **Contents of Action Plan:** If an Action Plan is required, it shall include the following:

- A. The possible sources of the Exceedance(s) during the applicable Reporting Year;
- B. A proposal for and evaluation of new site-specific BMPs designed to reduce pollutants in future stormwater discharges to the Action Levels in Table 1;
- C. Data, drawings, and other design rationale demonstrating that the proposed site-specific BMPs should prevent Exceedance(s) from occurring in the future; and
- D. A schedule to implement any revised and/or additional BMPs by the earliest practicable time, and no later than October 1 of the next Reporting Year. In any Action Plan, Clover Flat shall consider appropriate structural BMPs as necessary to adequately address its Exceedances.

17. **CSPA Review of Action Plan:** CSPA shall have thirty (30) days from receipt to propose revisions to the Action Plan. However, if CSPA notifies Clover Flat within thirty (30) days of receipt of the Action Plan that it is unable to provide comments within thirty (30) days, CSPA shall have an additional fifteen (15) days to propose revisions to the Action Plan. Clover Flat will consider in good faith within thirty (30) days of receipt of CSPA's proposed revisions and either incorporate those revisions or explain via writing or telephone why those revisions were not accepted. If any disputes as

1 to the adequacy of the revisions remain, the Parties shall meet and confer in accordance with Paragraph
2 25.

3 18. Implementation of Action Plan:

4 A. Clover Flat shall implement the Action Plan(s) adopted pursuant to this Consent
5 Decree as an obligation of this Consent Decree.

6 B. Within thirty (30) days after BMPs set forth in an Action Plan pursuant to this
7 Consent Decree are implemented, Clover Flat shall revise the Facility SWPPP and Site Map to
8 include all BMP revisions or additions intended to reduce Exceedance(s) in stormwater and not
9 otherwise already implemented and included in the Facility SWPPP or Site Map and shall provide
10 CSPA with a copy of such revised SWPPP.

11 19. During each Reporting Year, Clover Flat has an ongoing obligation to evaluate the BMPs
12 implemented at the Facility and included in this Consent Decree and any current or previous Action
13 Plans, and, if the Target Levels are exceeded, make attempts to reduce the concentrations to Target Levels
14 for the remainder of the Reporting Year. Clover Flat shall use the results from subsequent stormwater
15 samples as they become available to assist with their ongoing evaluation of the effectiveness of BMPs.

16 20. **Site Access:** During the Term of this Consent Decree, Clover Flat shall permit
17 representatives of CSPA to perform up to one (1) physical inspection per year of the Facility during
18 operating hours ("Site Inspection"). CSPA shall provide Clover Flat's counsel at least seventy-two (72)
19 hours' notice in advance of such Site Inspection during normal work hours. Such an inspection shall not
20 interfere with any operations or industrial activities. CSPA shall comply with all safety instructions
21 provided to CSPA by Clover Flat's staff during all Site Inspections. During Site Inspections, CSPA shall
22 be allowed to inspect and sample any stormwater discharges or receiving waters, inspect any logs, and
23 take photos and/or videos. CSPA shall sign a damages waiver in advance of such an inspection for any
24 injuries or damages resulting to CSPA's representatives or agents as a consequence of any site inspection.

25 21. **Reports:** During the Term of this Consent Decree, Clover Flat shall provide CSPA with a
26 copy of all non-privileged documents submitted to the Regional Water Board, the State Water Board, or
27 any other government agency concerning the Facility's compliance with the Industrial Stormwater
28 Permit. Such documents and reports shall be transmitted to CSPA via electronic mail at the time the

documents are submitted to the government agency.

V. MITIGATION, FEES AND COSTS

22. **Environmental Mitigation Funding:** In recognition of the good faith efforts by Clover Flat to comply with all aspects of the Industrial Stormwater Permit and the Clean Water Act, and in lieu of payment by Clover Flat of any penalties, which have been disputed but may have been assessed in this action if it had been adjudicated adverse to Clover Flat, within thirty (30) days of the Effective Date, Clover Flat shall pay the sum of Seventy-Five Thousand dollars (\$75,000.00) to the Rose Foundation for Communities and the Environment (“Rose Foundation”) for the sole purpose of providing grants to environmentally beneficial projects relating to water quality improvements in the Napa River watershed. Payment shall be provided to the Rose Foundation as follows: Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607, Attn: Tim Little. Payment shall be made by Clover Flat to the Rose Foundation within 30 calendar days of the Effective Date. Clover Flat shall copy CSPA with any correspondence and a copy of the check sent to the Rose Foundation. The Rose Foundation shall provide notice to the Settling Parties within thirty (30) days of when the funds are disbursed by the Rose Foundation, setting forth the recipient(s) and purpose(s) of the funds.

23. **Reimbursement of Fees and Costs:** Clover Flat shall reimburse CSPA in the amount of One Hundred Ten Thousand dollars (\$110,000.00) to help cover CSPA’s reasonable investigation, expert, and attorneys’ fees and costs, and all other reasonable costs incurred as a result of investigating the activities at the Facility related to this Consent Decree, bringing these matters to Clover Flat’s attention, and negotiating a resolution of this action. Clover Flat shall tender said payment, payable to “Lozeau Drury LLP”, within thirty (30) days of the Effective Date.

24. **Compliance Monitoring Funds:** Clover Flat shall provide to CSPA Fifteen Thousand Dollars (\$15,000.00) for costs and fees associated with monitoring Clover Flat’s compliance with this Consent Decree through the termination date of this agreement. The total compliance monitoring fund payment shall be made payable to “Lozeau Drury LLP” within thirty (30) days after the Effective Date.

VI. DISPUTE RESOLUTION AND STIPULATED PAYMENTS

25. **Dispute Resolution:** If a dispute under this Consent Decree arises or the Settling Parties believe that a breach of this Consent Decree has occurred, they shall follow the following procedure:

1 A. The Settling Parties shall schedule a meet and confer within fifteen (15) business
2 days of receiving written notification from the other Settling Party of a request for a meeting to
3 determine whether a violation of this Consent Decree has occurred and to develop a mutually-
4 agreeable plan, including implementation dates, to resolve the dispute.

5 B. If the Settling Parties fail to meet and confer or the meet and confer does not
6 resolve the issue, after at least ten (10) business days have passed after the meet and confer
7 occurred or should have occurred, either Settling Party shall be entitled to all rights and remedies
8 under the law, including bringing a motion before the United States District Court for the Northern
9 District of California for the limited purpose of enforcing the terms of this Consent Decree.

10 C. The Parties shall be entitled to seek reasonable fees and costs incurred in any such
11 action to enforce the terms of this Consent Decree pursuant to the provisions set forth in the
12 Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d), and applicable case law interpreting
13 such provisions.

14 **26. Stipulated Payments:** Clover Flat shall pay the following stipulated payments during the
15 Term of this Consent Decree for any failures listed below in A-D.

16 A. Subject to Section VI(A)-(C), \$2,500 for each failure to collect a sample required
17 under this Consent Decree during a qualifying storm event;

18 B. Subject to Subsection E below, \$250 per day after the due date for each failure to
19 timely submit any document, report or other communication required in this Consent Decree;

20 C. Subject to Subsection E below, \$250 per day for every business day (Monday
21 through Friday, excluding state and federal holidays) past the due date that Clover Flat fails to
22 submit any payments due under Paragraphs 22-24 of this Consent Decree.

23 D. Subject to Section VI(A)-(C), \$250 per day for every day past the due date that
24 Clover Flat fails to implement a BMP required by this Consent Decree.

25 E. Any stipulated payments described above shall be paid within thirty (30) days of
26 notification of the failure to comply, made out to Rose Foundation for Communities and the
27 Environment, 201 4th Street, Suite 102, Oakland, California 94607, with a copy of payment sent
28 concurrently to CSPA. Stipulated payment funds will be used by the Rose Foundation to fund

1 projects that benefit the water quality in the Napa River watershed. CSPA shall forgive stipulated
 2 payments if Clover Flat corrects the failure within five (5) business days of notification by CSPA
 3 of Clover Flat's failure to comply.

4 **VII. JURISDICTION OVER SETTling PARTIES AND SUBJECT MATTER OF**
 5 **CONSENT DECREE**

6 27. **Jurisdiction.** For the purposes of this Consent Decree, the Settling Parties stipulate that the
 7 United States District Court of California, Northern District of California, has jurisdiction over the
 8 Settling Parties and subject matter of this Consent Decree. The Settling Parties stipulate that venue is
 9 appropriate in the Northern District of California and that CSPA has standing to bring any subsequent
 10 action or motion pursuant to the Dispute Resolution procedures herein.

11 28. **Jurisdiction to Enforce Consent Decree.** The Court referenced above shall retain
 12 jurisdiction over the Settling Parties and subject matter of this Consent Decree for the purpose of
 13 adjudicating all disputes among the Settling Parties that may arise under the provisions of this Consent
 14 Decree. The Court shall have the power to enforce this Consent Decree with all available legal and
 15 equitable remedies.

16 29. **Submission of Consent Decree for Agency Review.** Within three (3) business days of
 17 receiving all of the Settling Parties' signatures to this Consent Decree, CSPA shall submit this Consent
 18 Decree to DOJ and EPA for agency review consistent with 40 C.F.R. § 135.5. The agency review period
 19 expires forty-five (45) calendar days after receipt by DOJ, evidenced by correspondence from DOJ
 20 establishing the review period. In the event DOJ comments negatively on the provisions of this Consent
 21 Decree, the Settling Parties agree to meet and confer to attempt to resolve the issues raised by DOJ.

22 **VIII. WAIVER AND RELEASES**

23 30. **CSPA Waiver and Release of Noticed Parties:** CSPA, on its own behalf and on behalf of
 24 its officers, directors, employees, parents, subsidiaries, affiliates and each of their successors and assigns
 25 releases Clover Flat, its officers, directors, employees, members, parents, subsidiaries, affiliates,
 26 successors or assigns, agents, attorneys and other representatives from and waives all claims raised in the
 27 60-Day Notice and Complaint, including all claims for fees (including fees of attorneys, experts, and
 28 others), costs, expenses, or any other sum incurred or claimed, up to and including the Term of this
 Consent Decree. Notwithstanding the above, this waiver and release does not include the waiver of any

claim(s) CSPA may have or that may arise regarding sampling for the presence of PFAS and any BATs and/or BMPs to address those samples, if any, and this Consent Decree shall not operate as res judicata (claim preclusion) or collateral estoppel (issue preclusion) to any such claim(s).

31. **Clover Flat's Waiver and Release of CSPA:** Clover Flat, on its own behalf and on behalf of its officers, directors, employees, members, parents, subsidiaries, affiliates, or their successors or assigns release CSPA and its officers, directors, employees, members, parents, subsidiaries, and affiliates, and each of their successors and assigns from, and waive all claims which arise from or pertain to, the 60-Day Notice and Complaint, including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed, up to and including the Term of this Consent Decree.

IX. MISCELLANEOUS PROVISIONS

32. **Execution in Counterparts:** This Consent Decree may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.

33. **Signatures:** The Settling Parties' signatures to this Consent Decree transmitted by facsimile or electronic mail transmission shall be deemed binding.

34. **Construction:** The language in all parts of this Consent Decree, unless otherwise stated, shall be construed according to its plain and ordinary meaning. The captions and paragraph headings used in this Consent Decree are for reference only and shall not affect the construction of this Consent Decree.

35. **Authority to Sign:** The undersigned are authorized to execute this Consent Decree on behalf of their respective Settling Party and have read, understood and agreed to all of the terms and conditions of this Consent Decree.

36. **Integrated Consent Decree:** All agreements, covenants, representations and warranties, express or implied, oral or written, of the Settling Parties concerning the subject matter of this Consent Decree are contained herein. The Parties expressly disclaim reliance on any representations, warranties, statements or information not set forth within this Consent Decree.

37. **Severability:** In the event that any of the provisions of this Consent Decree are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

1 38. **Choice of Law:** This Consent Decree shall be governed by the laws of the United States or,
2 where applicable, the laws of the State of California.

3 39. **Full Settlement:** This Consent Decree constitutes a full and final settlement of this matter.

4 40. **Effect of Consent Decree:** Compliance with this Consent Decree does not mean Clover Flat
5 is complying with the Industrial Stormwater Permit, Clean Water Act, or any other law, rule, or
6 regulation.

7 41. **Negotiated Agreement:** The Settling Parties have negotiated this Consent Decree, and agree
8 that it shall not be construed against the Settling Party preparing it, but shall be construed as if the Settling
9 Parties jointly prepared this Consent Decree, and any uncertainty and ambiguity shall not be interpreted
10 against any one Settling Party.

11 42. **Modification of the Agreement:** This Consent Decree, and any provisions herein, may not
12 be changed, waived, or discharged unless by a written instrument signed by each of the Settling Parties.

13 43. **Parties Bound:** Subject only to the express restrictions contained in this Consent Decree,
14 all of the rights, duties and obligations contained in this Consent Decree shall inure to the benefit of and
15 be binding upon the Settling Parties, and their successors and assigns. No transfer of ownership or other
16 interest in any portion of the Facility hereto owned or controlled by Clover Flat or otherwise associated
17 with this Consent Decree, whether in compliance with the procedures of this Paragraph or otherwise,
18 shall alter or relieve Clover Flat of its obligations to comply with all of the terms of this Consent Decree.
19 At least 30 Days prior to such transfer, Clover Flat shall provide a copy of this Consent Decree to the
20 proposed transferee and shall simultaneously provide written notice of the prospective transfer, together
21 with a copy of the proposed written agreement, to CSPA in accordance with Paragraph 44. Any attempt
22 to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a
23 violation of this Decree. Clover Flat will require any successor (whether direct or indirect, by purchase,
24 merger, consolidation or otherwise) to all or substantially all of the business and/or assets of Clover Flat
25 to assume expressly and agree to perform this Agreement in the same manner and to the same extent that
26 Clover Flat would be required to perform it if no such succession had taken place.

27 44. **Notices and Submissions:** Any notices or documents required or provided for by this
28 Consent Decree or related thereto that are to be provided to CSPA pursuant to this Consent Decree shall

be, to the extent feasible, sent via electronic mail transmission to the e-mail address listed below or, if electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or by hand delivery to the following address:

Lozeau Drury LLP
 Attention: Michael Lozeau
 1939 Harrison Street, Suite 150
 Oakland, California 94612
 E-mail: michael@lozeaudrury.com

Unless requested otherwise by Clover Flat, any notices or documents required or provided for by this Consent Decree or related thereto that are to be provided to Clover Flat pursuant to this Consent Decree shall, to the extent feasible, be provided by electronic mail transmission to the e-mail addresses listed below, or, if electronic mail transmission is not feasible, by certified U.S. Mail with return receipt, or by hand delivery to the addresses below:

Clover Flat
 Attn: Bryce Howard, District Manager
 PO Box 382
 Saint Helena, CA 94574
 Email: Bryce@uvds.com

With a copy to:

Michael Brady
 Michael Vinding
 Brady & Vinding
 455 Capitol Mall, Suite 220
 Sacramento, CA 95814
 Email: mbrady@bradyvinding.com, mvinding@bradyvinding.com

Notifications of communications shall be deemed submitted on the date that they are emailed, or postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any changes of address or addressees shall be communicated in the manner described above for giving notices.

45. Deadlines Falling on Non-Business Days: Any deadlines relating to this Consent Decree which fall on the weekend or on a federal holiday shall be extended to the following business day.

46. Impossibility of Performance: No Settling Party shall be considered to be in default in the performance of any of its obligations under this Consent Decree when performance becomes impossible due to circumstances beyond the Settling Party's control, including without limitation any act of God,

act of war or terrorism, fire, earthquake, and flood. "Circumstances beyond the Settling Party's control" shall not include normal inclement weather, economic hardship, or inability to pay. Any Settling Party seeking to rely upon this Paragraph shall have the burden of establishing that it could not reasonably have been expected to avoid, and which by exercise of due diligence has been unable to overcome, the impossibility of performance.

47. **Inconsistent Direction of Regulatory Agency.** Within 15-days of receiving any order or directive by any agency having regulatory authority over Clover Flat, which order or directive Clover Flat believes is inconsistent with any provision of this Consent Decree such that Clover Flat would not be able to comply with the agency's order or directive if it complies with this Consent Decree, Clover Flat shall provide written notice to CSPA of any such conflicting order or directive. The notice shall further set forth Clover Flat's proposal for the Settling Parties to resolve any such inconsistent obligation consistent with the requirements of the General Permit. If CSPA disputes the presence of any conflicting order or directive or any resolution proposed by Clover Flat, the Settling Parties shall address any such dispute pursuant to Section VI.

The Settling Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry as a final judgment.

IN WITNESS WHEREOF, the undersigned have executed this Consent Decree as of the date first set forth below.

APPROVED AS TO CONTENT

CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

Date: January 12, 2023

By: 

Chris Shutes

Executive Director, California Sportfishing Protection Alliance

CLOVER FLAT LAND FILL INC.

Date: _____, 2023

By: _____

Steve Peterson

President and CEO, Clover Flat Land Fill Inc.

act of war or terrorism, fire, earthquake, and flood. "Circumstances beyond the Settling Party's control" shall not include normal inclement weather, economic hardship, or inability to pay. Any Settling Party seeking to rely upon this Paragraph shall have the burden of establishing that it could not reasonably have been expected to avoid, and which by exercise of due diligence has been unable to overcome, the impossibility of performance.

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CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

Date: _____, 2023

By: _____

Chris Shutes

Executive Director, California Sportfishing Protection Alliance

CLOVER FLAT LAND FILL INC.

Date: January 12, 2023

By: Steve Peterson

Steve Peterson

President and CEO, Clover Flat Land Fill Inc.

1 **APPROVED AS TO FORM:**

2 LOZEAU DRURY LLP

3
4 Dated: January 12, 2023

5 By: Michael R. Lozeau
6 Michael R. Lozeau
7 Attorneys for Plaintiff

8 BRADY & VINDING

9 Dated: January 12, 2023

10 By: Michael Vinding
11 Michael Vinding

12 Attorneys for Defendant

13 **IT IS SO ORDERED.**

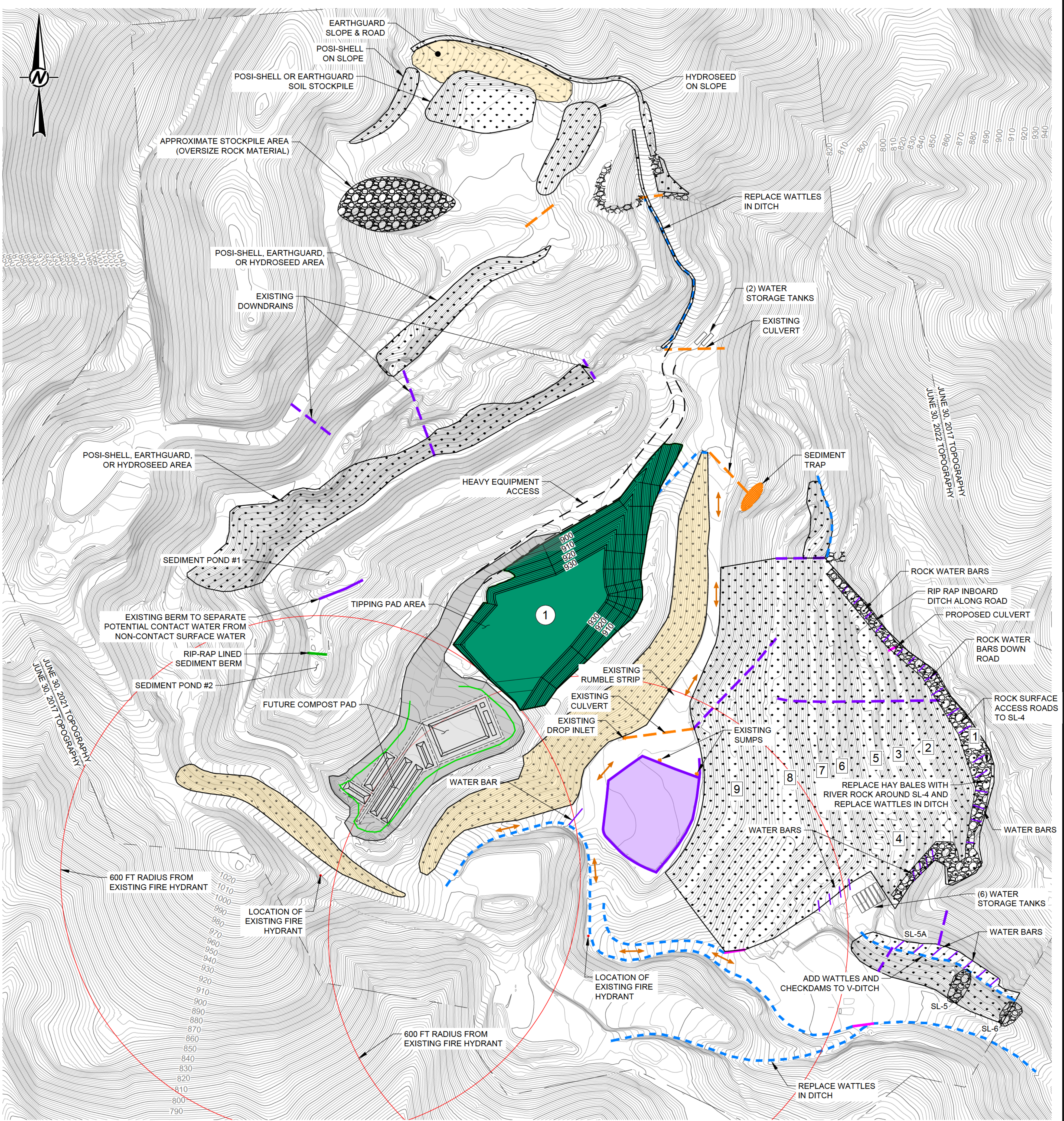
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 Date: _____

17 _____
18 Honorable Laurel Beeler
19 United States Magistrate Judge

EXHIBIT A

Path: \\golder.gds\complexdata\Office\Sacramento\Acad\Sites\Clover Flat Landfill\Civil 3D\2022 Winterization | File Name: CFL 2022 Winterization.dwg | Last Edited By: jraub Date: 2022-08-29 Time:5:30:14 PM | Printed By: J.Raub Date: 2022-09-12 Time:5:16:47 PM



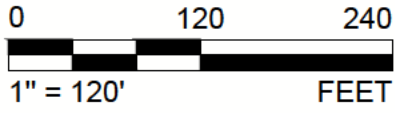
- NOTE(S)**
1. TOPOGRAPHIC CONTOURS PREPARED USING PHOTOGRAMMETRIC METHODS BY TETRA TECH GEOMATIC TECHNOLOGIES. DATE OF PHOTOGRAPHY: JUNE 30, 2022 SURVEY. OUTER TOPOGRAPHY DATED JUNE 30, 2017. 2022 TOPOGRAPHY MODIFIED TO INCLUDE FILL FOR FUTURE COMPOST PAD.
 2. EROSION CONTROL MEASURES SHALL BE INSPECTED ON A DAILY BASIS DURING ANY EXCAVATION OPERATIONS OCCURRING BETWEEN OCTOBER 31ST AND APRIL 15TH. WHEN NO EXCAVATION IS TAKING PLACE, EROSION CONTROL MEASURES SHALL BE INSPECTED ON A WEEKLY BASIS AND IMMEDIATELY AFTER EACH STORM TO IDENTIFY DAMAGED AREAS.
 3. DISTURBED AREAS SHALL BE REPAIRED AND RE-SEEDED PRIOR TO OCTOBER 31ST. RE-APPLY AS NEEDED DURING THE RAINY SEASON.
 4. RE-SEED AREAS REQUIRE ADDITIONAL SEEDING FOR BARE SPOTS ONLY.
 5. WATTLES WILL BE DEPLOYED ON DISTURBED AREAS PARALLEL TO SLOPE CONTOURS EVERY 15 VERTICAL FEET ON DISTURBED SLOPE SURFACES.
 6. POSI-SHELL, HYDROSEED, OR EQUIVALENT, SHALL BE PLACED ON NEWLY CONSTRUCTED EXTERIOR SLOPES.
 7. INSPECT, REPAIR, OR CLEAN OUT VEGETATION AND SEDIMENT FROM EXISTING CHANNELS TO PROMOTE POSITIVE DRAINAGE.
 8. INSPECT OR REPAIR EXISTING BERMS TO MAINTAIN INTEGRITY.
 9. PROVIDE ALL-WEATHER SURFACING MATERIAL, AS NEEDED, FOR UNINTERRUPTED OPERATIONS AND ACCESS DURING THE WET SEASON.

LEGEND

- PROPOSED CULVERT
- EXISTING DOWNDRAIN
- EXISTING CULVERT
- EXISTING V-DITCH CHANNEL
- EXISTING BERM
- WINTER FILL AREA
- BENCH NUMBER
- TRAFFIC DIRECTION
- POSI-SHELL, EARTHGUARD OR HYDROSEED AREA, AS NECESSARY
- EARTH GUARD AS NECESSARY
- RIP RAP PAD/ OVERSIZE ROCK
- RUNOFF FROM C&D AREA IS COLLECTED IN SUMPS AND PUMPED TO CONTACT WATER SYSTEM

WINTER DISPOSAL AREA	APPROXIMATE ¹ DURATION	AVAILABLE FILL CAPACITY (CY)
1	SEPT 2022 - APRIL 2023	72,500
TOTAL		72,500

- NOTES:**
1. APPROXIMATE DURATION BASED ON 60,000 CY/ YEAR AIRSPACE UTILIZATION AND CONTINGENCY FOR WET-WEATHER OPERATING CONDITIONS.



CLIENT
CLOVER FLAT LANDFILL
4380 SILVERADO TRAIL
CALISTOGA, CA

CONSULTANT	YYYY-MM-DD	2022-09-12
DESIGNED	JDR	
PREPARED	JDR	
REVIEWED	JGD	
APPROVED	JGD	



PROJECT
CLOVER FLAT LANDFILL
2022 WINTERIZATION PLAN

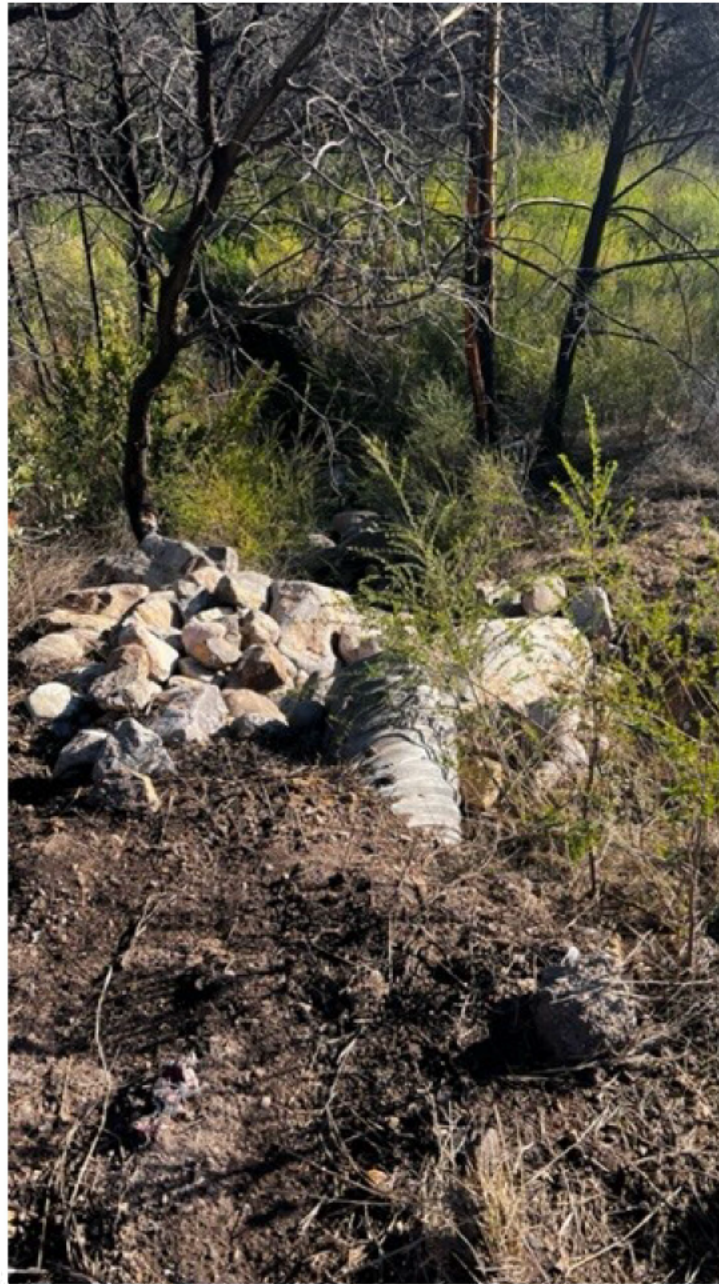
TITLE
2022 WINTERIZATION PLAN

PROJECT NO.
19122160

REV.
0

FIGURE
1

EXHIBIT B



SL-6 Drain above SL-5







Fiber rolls along SL-5A access road



Water bars along SL-5A access road



Rock water bars, fiber rolls, and gravel along SL-5A access road.



Settling bed used to settle out sedimentation on SL-5A access road.



Rock water bars, geotextile matting, fiber rolls, and gravel along SL-5A access road.

EXHIBIT C





Water bar on southern access road leading down to SL-4



Water bar just prior to the steepest part of southern access road leading down to SL-4





Water bars, rip rapped drainage channel, and fiber rolls on southern access road to SL-4







Fiber rolls, jute netting, filtration netting, rip rap and gravel on southern access road to SL-4



Fiber rolls, jute netting, filtration netting, rip rap, rock water bars, and gravel on southern access road to SL-4



Fiber rolls, jute netting, filtration netting, rip rap, rock water bars, and gravel on southern access road to SL-4



Fiber rolls, jute netting, filtration netting, rip rap and gravel on southern access road to SL-4



Fiber rolls, jute netting, filtration netting, rip rap, rock water bars, and gravel at SL-4



Fiber rolls, jute netting, filtration netting, and water bars on northern access road to SL-4



Fiber rolls, jute netting, filtration netting, and water bars on northern access road to SL-4





Mouth of drain pipe and riprap on northern access road to SL-4



Fiber rolls, jute netting, filtration netting, drain pipe, and rip rap on northern access road to SL-4





