

North Coast Regional Water Quality Control Board

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD NORTH COAST REGION

<p>In the matter of:</p> <p>California Redwood Company and Trinity River Timber Company dba North Fork Lumber Company</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Order R1-2022-0034</p> <p>SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER</p>
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Section I: Introduction

1. This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the Regional Water Quality Control Board, North Coast Region (Regional Water Board) Prosecution Team (Prosecution Team) and California Redwood Company and Trinity River Timber Company dba North Fork Lumber Company (Dischargers) (collectively, the Dischargers and Prosecution Team are referred to as the Parties) and is presented to the Regional Water Board, or its delegate, for adoption as an order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60. This Stipulated Order resolves the effluent limitation violations reported at the Korbel Sawmill (Facility), from June 1, 2019, through March 31, 2022, by the imposition of administrative civil liability against the Dischargers in the amount of \$57,000.

Section II: Recitals

2. The Korbel Sawmill, located at 1165 Maple Creek Road, Korbel, Humboldt County, is owned by California Redwood Company, and operated by Trinity River Timber Company dba North Fork Lumber Company. The sawmill operates under Standard Industrial Classification (SIC) code 2421 (sawmill and planning mill), as well as SIC code 2411 (log storage and handling). During the time of the alleged violations, the Dischargers were subject to Waste Discharge Requirements (WDRs) Order No. R1-2019-0005 (National Pollutant Discharge Elimination System (NPDES) Permit No. CA0005932), which established, among other things, final effluent limitations for the discharges from the Dischargers' permitted discharge location, Discharge Point 001.

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3. On October 4, 2021, Regional Water Board staff (staff) invited the Dischargers to enter into settlement discussions prior to issuance of a formal administrative civil complaint for mandatory minimum penalties (MMPs) regarding 19 exceedances of the effluent limits for pH, Nickel Impact Ratio, and Zinc Impact Ratio. Of these violations that occurred during the period between June 1, 2019 and March 31, 2021, 16 were subject to MMPs, pursuant to Water Code section 13385, subdivisions (h) and (i), for an administrative civil liability totaling \$48,000.
4. The Dischargers accepted the Regional Water Board's invitation to enter into settlement discussions prior to the issuance of a formal administrative civil complaint. During the course of settlement negotiations, the violation period was extended to March 31, 2022. This extension in the violation period resulted in five additional violations, three of which are subject to MMPs. Between June 1, 2019, and March 31, 2022, 19 of the 24 total violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), for a total of **\$57,000** in administrative civil liabilities.
5. Pursuant to Water Code section 13385, subdivision (h), the Regional Water Board shall assess a \$3,000 MMP for each serious violation. A "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable WDRs for a Group II pollutant by 20 percent or more or for a Group I pollutant by 40 percent or more.
6. Pursuant to Water Code section 13385, subdivision (i), the Regional Water Board shall assess a \$3,000 MMP for each violation whenever the person does any of the following four or more times in period of six consecutive months, except that the requirement to assess the MMP shall not be applicable to the first three violations:
 - a. Violates a WDRs effluent limitation;
 - b. Fails to file a report pursuant to Water Code section 13260;
 - c. Files an incomplete report pursuant to Water Code section 13260; or
 - d. Violates a toxicity effluent limitation contained in the applicable WDRs where the WDRs do not contain pollutant-specific effluent limitations for toxic pollutants.
7. The Dischargers' self-monitoring reports, from June 1, 2019, through March 31, 2022, document 24 violations of effluent limitations set forth in WDRs Order No. R1-2019-0005. Of the 24 effluent limitation violations, five violations were exempt from MMPs, because they were the first three violations in the six-month period. The remaining 19 violations are subject to MMPs, as described in paragraphs 4 and 8.

8. This Stipulated Order resolves the effluent limitation violations, identified in Attachment A, incorporated herein by reference. The total administrative civil liability amount is **\$57,000** (19 violations subject to MMPs x \$3,000/violation).
9. Pursuant to Water Code section 13385, subdivision (I)(1), in lieu of assessing penalties pursuant to subdivision (h) or (i), the Regional Water Board, with the concurrence of the Dischargers, may direct a portion of the penalty amount to be expended on a Supplemental Environmental Project (SEP) in accordance with the enforcement policy of the State Water Resources Control Board (State Board). If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a SEP may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000).
10. The Parties have engaged in confidential settlement negotiations and have agreed to settle the matter without administrative or civil litigation and to present this Stipulated Order to the Regional Water Board, or its delegate, for adoption as an order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
11. To resolve the alleged violations set forth in Attachment A, by consent and without further administrative or civil proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$57,000** against the Dischargers.
12. The Prosecution Team believes that the resolution of the alleged violations is fair and reasonable and fulfills its enforcement objectives, that no further action is warranted concerning the alleged violations except as provided in this Stipulated Order, and that this Stipulated Order is in the public's best interest.

Section III: Stipulations

The foregoing recitals are adopted by the Parties and they stipulate to the following:

13. **Jurisdiction:** The Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulation.
14. **Administrative Civil Liability:** The Dischargers hereby agree to imposition of an administrative civil liability totaling **\$57,000** to resolve the alleged violations as follows:
 - a. No later than 30 days after the Regional Water Board, or its delegate, signs this Stipulated Order, the Dischargers shall submit a check for \$21,000 to the State Water Resources Control Board. The check shall be made payable to

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the “State Water Pollution Cleanup and Abatement Account,” reference the order number on page one of this Stipulated Order, and be mailed to:

State Water Resources Control Board Accounting Officer
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

The Dischargers shall provide a copy of the check via e-mail to the State Water Resources Control Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Regional Water Board (Zane.Stromberg@waterboards.ca.gov).

15. Consistent with Water Code section 13385, subdivision (1)(1), the Parties agree the remaining \$36,000 (SEP Amount) will be suspended pending completion of the SEP as set forth below and in Attachment B, incorporated herein by reference. No later than 30 days after the Regional Water Board, or its delegate, signs this Stipulated Order, the Dischargers shall submit a check for \$36,000 to California Trout (CalTrout). The Dischargers shall provide a copy of the check via e-mail to the State Water Resources Control Board, Office of Enforcement (Kailyn.Ellison@waterboards.ca.gov) and the Regional Water Board (Zane.Stromberg@waterboards.ca.gov).

16. **SEP Description:** The Dischargers will fund a portion of a project known as the Mad River Estuary Floodplain Habitat and Public Access Enhancement Project (Project). The 9.3-acre project area is located in McKinleyville, on property owned by the McKinleyville Community Services District. CalTrout is the project applicant and lead agency for the SEP. The Project consists of two separate components. The primary component is the design and implementation of a 4.25-acre off-channel, floodplain and salmonid habitat restoration site to replace a pair of decommissioned percolation ponds adjacent to the river. This component of the Project will improve water quality by increasing floodplain connectivity, off-channel habitat, and riparian forest for the sake of migratory birds, Coho and Chinook Salmon (both federally listed as endangered species), and Steelhead. The second component includes design and implementation of accessible trails and other public access amenities, which are compliant with the Americans with Disabilities Act (ADA), to expand recreational opportunities in McKinleyville.

The Dischargers will apply the SEP Amount to the floodplain restoration component of the Project, specifically wetland monitoring and post-construction revegetation. SEP funds directed towards wetland monitoring will fund a California Rapid Assessment Method (CRAM) wetland survey, which includes field sampling, data analysis, and the technical memorandum summarizing wetland monitoring. SEP funds directed towards post-construction revegetation will fully fund the

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required materials for revegetation and partially fund the revegetation effort performed by the California Conservation Corps (CCC).

Staff reviewed the Project proposal and concluded that the Project meets the requirements of a SEP, pursuant to the State Water Board’s 2017 Policy on Supplemental Environmental Projects (SEP Policy), under the Environmental Restoration and Protection category. The Project will serve to improve and protect water quality and beneficial uses of the Mad River by expanding terrestrial and estuarine habitat and enhancing the spawning and migratory patterns of anadromous fish.

17. **SEP Milestone Requirements:** The Dischargers agree that this Stipulated Order includes the Milestone Requirements set forth in Table 1 below. The Dischargers acknowledge that credit for completing any Milestone Requirement is dependent on the Regional Water Board’s or its delegate’s adoption of this Stipulated Order. The implementation schedule for completion of the SEP is included in Finding 18 below.

18. Table 1 – Milestone Requirements

Task	Description	Deadline
1	Begin Pre-Project Wetland Surveys using the CRAM	May 31, 2022
2	Complete Pre-Project Wetland Surveys using the CRAM	July 1, 2022
3	First Quarterly Progress Report	October 31, 2022
4	Begin Post-Construction Revegetation	November 1, 2022
5	Second Quarterly Progress Report	January 31, 2023

Task	Description	Deadline
6	Complete Post-Construction Revegetation	March 31, 2023
7	Third Quarterly Progress Report	April 30, 2023
8	Submit Final Report/ Certificate of SEP Completion	June 30, 2023

19. **Representations and Agreements Regarding the SEP:**

- a. As a material condition for the Regional Water Board’s acceptance of this Stipulated Order, the Dischargers agree that they will spend the SEP Amount to implement the SEP in accordance with Table 1 and Attachment B.
- b. The Dischargers agree that the Regional Water Board has the right to require a third-party audit, to be paid by the Dischargers, of the funds expended to implement the SEP, and that the Dischargers bear ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

20. **The SEP is Above and Beyond the Dischargers’ Obligations:** The SEP included in this Stipulated Order contains only measures that go above and beyond the Dischargers’ obligations. The SEP is not part of the Dischargers’ normal business nor are the Dischargers otherwise legally required to implement any portion of the SEP.

21. **Publicity Associated with the SEP:** Whenever the Dischargers or their agents or subcontractors publicize one or more elements of the SEP, they shall state in a **prominent manner** that the SEP was undertaken as part of a settlement to a Regional Water Board enforcement action against the Dischargers.

22. **Progress Reports and Inspection Authority:** The Dischargers shall provide certified written quarterly reports describing the progress of SEP implementation, including the status of the Milestone Requirements as described in Table 1. The Dischargers agree that staff has permission to inspect the SEP at any time during normal business hours without notice.

23. **Certification of SEP Completion:** No later than June 30, 2023, an authorized representative for the Dischargers shall submit the certification of project completion, including a certified statement, signed under penalty of perjury, which documents the Dischargers' expenditures to implement the SEP and documents that the Dischargers completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the normal, routine work undertaken by the Dischargers' employees. In making such certification, the signatories may rely upon normal organizational project tracking systems that capture employee time and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The Dischargers shall provide staff with any additional information that is reasonably necessary to verify the Dischargers' SEP expenditures and completion. The Certification of Completion shall also include confirmation that the Dischargers followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and the federal Clean Water Act.
24. **Time Extension for SEP:** The Executive Officer may extend the deadlines contained in this Stipulated Order if the Dischargers demonstrate delays from unforeseeable contingencies, provided that the Dischargers continue to undertake all appropriate measures to meet the deadlines contained in this Stipulated Order. The Dischargers shall make any deadline extension request in writing at least 30 days prior to the applicable deadline.
25. **Regional Water Board Acceptance of Completed SEP:** Upon the Dischargers' satisfaction of its obligations under this Stipulated Order, completion of the SEP, and any audits, the Executive Officer will issue a "Satisfaction of Order." The Satisfaction of Order shall terminate any further obligations of the Dischargers under this Stipulated Order and permanently suspend the remaining administrative civil liability amount.
26. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Dischargers are not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP amount was spent on the completed SEP, the Dischargers shall pay the difference between the SEP Amount and the amount the Dischargers can demonstrate was actually spent on the SEP (the Difference). The Regional Water Board or its delegate shall issue a "Notice of Violation" that will require the Dischargers to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the Notice of Violation's issuance date. The Dischargers shall submit payment consistent with the payment

method described in Section III, paragraph 14. Timely payment of the Difference shall satisfy the Dischargers' obligations to implement the SEP.

27. **Failure to Complete the SEP:** If the SEP is not fully implemented by the SEP Completion Date, or if there has been a material failure to satisfy any of the Milestone Requirements, Regional Water Board or its delegate shall issue a Notice of Violation to the Dischargers requiring the Dischargers to pay some or all of the SEP Amount. The amount to be paid shall be determined via a Motion for Payment of Suspended Liability decided by the Regional Water Board or its delegate. The Dischargers shall be liable to pay the entire SEP Amount, or, if shown by the Dischargers, some portion thereof less the amount spent to achieve any completed Milestone Requirement as stipulated to by the Parties in writing, or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Dischargers shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's ruling on the Motion for Payment of Suspended Liability, the Dischargers shall submit payment pursuant to the ruling and consistent with the payment method described in Section III, paragraph 14. Payment of the Suspended Liability amount determined by the Regional Water Board or its delegate, following the Motion for Payment of Suspended Liability, shall satisfy the Dischargers' obligation to implement the SEP.
28. **Regional Water Board is not Liable:** Neither the Regional Water Board members nor staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Dischargers, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the Regional Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Dischargers, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

29. Party Contacts for Communications related to the Stipulated Order:

For the Regional Water Board:

Zane Stromberg
Environmental Scientist
North Coast Regional Water Quality
Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Zane.Stromberg@waterboards.ca.gov
(707) 576-2674

For the Dischargers:

Ken Dunn
Operations Manager
Trinity River Timber Company dba
North Fork Lumber Company
Korbel Sawmill
1165 Maple Creek Road,
Korbel, CA 95550
kdunn@nfmill.com
(707) 677-8119

Peter Jackson
Vice President/ Operations
Manager
California Redwood Company
5151 Highway 101 North,
Eureka, CA 95503
PJackson@greendiamond.com

30. **Compliance with Applicable Laws:** The Dischargers understand that complying with the terms of this Stipulated Order, including payment of the administrative civil liability set forth herein, is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged herein may subject it to further enforcement, including additional administrative civil liability. Nothing in this Stipulated Order shall excuse the Dischargers from meeting any more stringent requirements which may be imposed hereafter by changes in applicable and legally binding legislation or regulations.
31. **Matters Addressed by Stipulation:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and binding resolution and settlement of the alleged violation(s) as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the completion of the SEP as specified herein.
32. **No Waiver of Right to Enforce:** The failure of the Prosecution Team or Regional Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of this

Stipulated Order. The failure of the Prosecution Team or Regional Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered under this Stipulated Order shall be construed to relieve any Party regarding matters covered in this Stipulated Order. The Regional Water Board reserves all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations other than those addressed by this Stipulated Order.

33. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.
34. **Public Notice:** The Dischargers understand that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board, or its delegate, for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Dischargers agree that they may not rescind or otherwise withdraw their approval of this proposed Stipulated Order.
35. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the Regional Water Board's or its delegate's adoption of the Stipulated Order, and public review of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board, or its delegate, have the authority to require a public hearing on this Stipulated Order. In the event procedural objections are raised or the Regional Water Board requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
36. **Effect of Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Regional Water Board or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.
37. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

38. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
39. **Integration:** This Stipulated Order constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided for in this Stipulated Order.
40. **If Order Does Not Take Effect:** In the event that the Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that the matter may proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violation(s), unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections that efforts to settle this matter preclude the Regional Water Board from proceeding with a contested evidentiary hearing on the matter, including, but not limited to the following:
- a. Objections related to prejudice or bias of any of the Regional Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulated Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged in this matter; or
 - b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.
41. **Waiver of Hearing:** Dischargers have been informed of the rights Water Code section 13323, subdivision (b) provides, and hereby waive their right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption.
42. **Waiver of Right to Petition or Appeal:** Dischargers hereby waive their right to petition the Regional Water Board's adoption of the Stipulated Order for review by the State Water Board, and further waive their rights, if any, to appeal the same to any court, such as the California Superior Court and/or any California appellate level court. This explicit waiver of rights includes potential future decisions by the Regional Water Board, or its delegate directly related to this Stipulated Order,

including, but not limited to time extensions, determination of SEP completion, and other terms contained in this Stipulated Order.

43. **Covenant Not to Sue:** Dischargers covenant not to sue or pursue any administrative or civil claim(s) against any State agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order or the SEP.
44. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board under the terms of this Stipulated Order shall be communicated to the Dischargers in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials regarding submissions or notices shall be construed to relieve the Dischargers of their obligation to obtain any final written approval this Stipulated Order requires.
45. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights of obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
46. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Stipulated Order.
47. **Severability:** This Stipulated Order is severable; should any provision be found invalid; the remainder shall remain in full force and effect.
48. **Counterpart Signatures; Facsimile and Electronic Signature:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
49. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board, or its delegate, enters the Order incorporating the terms of this Stipulated Order.

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IT IS SO STIPULATED.

**California Regional Water Quality Control Board,
North Coast Region Prosecution Team**

By: _____
Claudia Villacorta, P.E.
Assistant Executive Officer

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**Trinity River Timber
Company dba North Fork
Lumber Company**

Date: Jul 27, 2022

By: *Ken Dunn*
By: [Ken Dunn \(Jul 27, 2022 16:29 PDT\)](#)

**Ken Dunn,
Operations Manager**

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**California Redwood
Company**

Date: Jul 28, 2022

By: 
By: [Pete Jackson \(Jul 28, 2022 06:20 PDT\)](#)

**Peter Jackson,
Vice President/ Operations Manager**

ORDER OF THE REGIONAL WATER BOARD

1. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. Issuance of this Order is being taken for the protection of the environment and to enforce the laws and regulations administered by the Regional Water Board and is exempt from provisions of the California Environmental Quality Act (CEQA) (Public Resources Code, § 21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321(a)(2). This Order includes a SEP in the North Coast Region. If the Regional Water Board determines that implementation of any plan required by this Order will have a significant effect on the environment that is not otherwise exempt from CEQA, the Regional Water Board will conduct the necessary and appropriate environmental review prior to approval of the applicable plan. The Dischargers will bear the costs, including the Regional Water Board's costs, of determining whether implementation of any plan required by this Order will have a significant effect on the environment and, if so, in preparing and handing any documents necessary for environmental review. If necessary, the Dischargers and a consultant acceptable to the Regional Water Board shall enter into a memorandum of understanding with the Regional Water Board regarding such costs prior to undertaking any environmental review.
3. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Dischargers fail to perform any of their obligations under the Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, North Coast Region.

By: _____
Matthias St. John
Executive Officer

Korbel Sawmill Stipulated Order 2022

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Attachments:

Attachment A – Effluent Limitation Violations Requiring Mandatory Minimum Penalties
(List of Violations)

Attachment B – Supplemental Environmental Project Description