

recognizing the prior change in ownership of the Facility and identifying the Discharger as the permittee responsible for compliance with all Permit terms.

3. From July 12, 2016 through March 16, 2021, the Discharger violated effluent limitations at Discharge Points M014, M015(A), M015 (B), and M017 17 times, including violations of effluent limitations for total suspended solids (daily maximum) four times, total suspended solids (monthly average) seven times, pH instantaneous maximum limits five times, and free available chlorine once. These violations are set forth in Attachment A, which is incorporated fully herein by reference, and are subject to mandatory minimum penalties (MMPs) pursuant to Water Code section 13385, subdivisions (h) and (i).

4. Water Code section 13385, subdivisions (h) and (i) require the assessment of MMPs as follows

Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a “serious violation” means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

A) Violates a waste discharge requirement effluent limitation.

- B) Fails to file a report pursuant to Section 13260.
 - C) Files an incomplete report pursuant to Section 13260.
 - D) Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutant
5. On August 27, 2021, the Regional Water Board issued to Humboldt Redwood Company¹ an Invitation to Participate in Expedited Payment Program Prior to Issuance of Formal Administrative Civil Liability Complaint for Mandatory Minimum Penalties (Conditional Settlement Offer), which alleged \$33,000 in MMPs arising from fourteen violations of effluent limitations in the Permit. On September 14, 2021, the Discharger returned a signed Agreement to Engage in Settlement Discussions to Propose a Supplemental Environmental Project (Exhibit C). On January 14, 2022, the Regional Water Board informed the Discharger of two additional violations of the effluent limitation for total suspended solids and one additional violation of the limitation for instantaneous PH, resulting in an additional \$6,000 in MMPs, and provided the Discharger with a revised Exhibit C. See violations identified in Attachment A. On June 1, 2022, the Regional Water Board received a signed, revised Exhibit C from the Discharger. The Discharger has agreed to resolve the violations alleged on Attachment A, as it was the permittee enrolled in the Permit during the time of the alleged violations. The Discharger has also proposed and will carry out the SEP detailed in Attachment B.
6. This Stipulated Order resolves 17 effluent limitation violations, nine of which are subject to \$27,000 in MMPs pursuant to Water Code section 13385, subdivision (h), and four of which are subject to \$12,000 in MMPs pursuant to Water Code section 13385, subdivision (i), as identified in Attachment A, incorporated herein by reference. The total proposed administrative civil liability amount is **\$39,000**.
7. 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 Discharger, may direct a portion of the penalty amount to be expended on a 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).

¹ The Conditional Settlement Offer was erroneously sent to Humboldt Redwood Company, a prior owner of the Facility. However, the Discharger (Humboldt Sawmill Company) has responded to the Conditional Settlement Offer as the permittee responsible for Permit compliance.

- a. Water Code section 13385, subdivision (I)(2), provides: “For the purposes of this section, a ‘supplemental environmental project’ means an environmentally beneficial project that a person agrees to undertake, with the approval of the regional board, that would not be undertaken in the absence of an enforcement action under this section.”,
8. Pursuant to Water Code section 13385, subdivision (I)(1), the Discharger may spend an amount of money on an approved SEP up to \$15,000 plus 50 percent of the penalty amount that exceeds \$15,000, or up to \$27,000. The Discharger has proposed to direct \$18,900 of the penalty amount towards construction of a “deflector log jam” as part of the Lawrence Creek Off Channel Habitat Connectivity, Phase III project described in Section III, paragraph 14 below.
9. To resolve the alleged violations set forth in Attachment A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$39,000** against the Discharger. \$18,900 shall be permanently suspended upon timely completion of the SEP required herein.
10. The Parties have engaged in confidential settlement negotiations and agree to settle the matter without administrative or civil litigation by presenting this Stipulated Order to the Regional Water Board, or its delegee, for adoption as an order by settlement, pursuant to Water Code section 13323 and Government Code section 11415.60. To resolve the violations set forth in Attachment A, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an ACL in the amount of thirty-nine thousand dollars (\$39,000) in MMPs against the Discharger.
11. 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:

12. **Jurisdiction:** The Regional Water Board has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the Parties to this Stipulated Order.
13. **Administrative Civil Liability:** The Discharger hereby agrees to pay the ACL totaling **\$39,000** to resolve the alleged violations. The Parties agree that of the \$39,000, the Discharger shall expend **\$18,900** (SEP Amount) to implement the SEP. Upon the Regional Water Board’s review and approval of the information submitted pursuant to paragraph 16, the Discharger’s obligation to pay the SEP

Amount shall be permanently suspended. The balance of the ACL amount, which is \$20,100, is due and payable pursuant to this paragraph and shall be submitted by check, made payable to the "State Water Pollution Cleanup and Abatement Account," no later than 30 days following adoption of this Order. The check shall reference the Order number (R1-2022-0030), and be mailed to:

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

The Discharger shall provide a copy of the check via e-mail to the State Water Board, Office of Enforcement (vaneeta.chintamaneni@waterboards.ca.gov) and the Regional Water Board (jordan.filak@waterboards.ca.gov).

14. **SEP Description:** The Discharger has proposed to construct a deflector log jam (Deflector Project) as a component of the Lawrence Creek Off-Channel Coho Habitat Improvement Project 3.0 (Lawrence Creek Improvement), which is designed to increase the quality and quantity of winter rearing habitat for Coho Salmon by expanding and enhancing off-channel riparian area in the Yager Creek/lower Van Duzen River basin. The complete SEP description, project milestones, budget, and reporting schedule are contained in Attachment B, which is incorporated herein by reference.
15. **Representations and Agreements Regarding the SEP:**
 - a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that the SEP Amount will be used to implement the SEP, as set forth in Attachment B. The Discharger understands that its promise to implement the SEP, in its entirety and in accordance with the implementation schedules and budgets set forth in Attachment B, represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.
 - b. The Discharger agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) have certified, written reports provided to the Regional Water Board consistent with the terms of this Stipulated Order detailing SEP implementation; and (3) submit a final completion report for the SEP by December 31, 2023, which will include a certification by a responsible official, signed under penalty of perjury, that the Discharger followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Act, and federal Clean Water Act.
 - c. The Discharger agrees that the Regional Water Board has the right to require a third-party audit, to be paid by the Discharger, of the funds expended to

implement the SEP, and that the Discharger bears ultimate responsibility for meeting all deadlines specified in this Stipulated Order.

16. **SEP Oversight Costs:** Regional Water Board staff will oversee implementation of the SEP. The Discharger is responsible for any charged costs for such oversight, which are not included in the SEP Amount. The Regional Water Board's oversight tasks will include, without limitation, reviewing and evaluating progress reports, reviewing final completion reports, and communicating with the Discharger (if needed).
17. **Publicity Associated with the SEP:** Whenever the Discharger or its agents or subcontractors publicize one or more elements of the SEP, they shall state in a **prominent manner** that the project is undertaken as part of a settlement to a Regional Water Board enforcement action against the Discharger.
18. **Progress Reports and Inspection Authority:** The Discharger has agreed to submit progress reports in implementing the SEP to the Regional Water Board as described in Attachment B. The Discharger agrees that Regional Water Board staff has permission to observe and inspect the SEP at any time without notice.
19. **Time Extension for SEP:** The Executive Officer may extend the deadlines contained in this Stipulated Order if the Discharger demonstrates delays from unforeseeable contingencies, provided that the Discharger continues to undertake all appropriate measures to meet its deadlines. The Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline. Under no circumstances may the completion of the SEP extend past five (5) years from the effective date of this Stipulated Order. Any approval of extension by the Executive Officer must be in writing.
20. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's 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 Discharger under this Stipulated Order and permanently suspend the remaining penalty amount.
21. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is not able to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP amount was spent on the completed SEP by December 31, 2023 (SEP Completion Date), the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP (the Difference). The Executive Officer shall issue a "Notice of Violation" that will require the Discharger 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 Discharger shall submit payment consistent with the payment method described in Section III, paragraph

13. Timely payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
22. **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 a project milestone, Regional Water Board staff shall issue a "Notice of Violation" to the Discharger. As a consequence, the Discharger shall be liable to pay the entire SEP Amount, less any amount that has been permanently suspended or excused based on the timely and successful completion of any interim project milestone that has an identifiable and stand-alone environmental benefit. Unless the Regional Water Board or its delegate determines otherwise, the Discharger 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. The amount of the suspended liability owed shall be determined via a written, stipulated agreement between the Parties or, if the Parties cannot reach an agreement on the amount owed, via a "Motion for Payment of Suspended Liability" before the Regional Water Board or its delegate. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability assessed, the Discharger shall pay the amount owed to the "State Water Pollution Cleanup and Abatement Account." Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment method described in Section III, paragraph 13. Payment of the assessed amount shall satisfy the Discharger's obligation to implement the SEP.
23. **Regional Water Board is Not Liable:** Neither the Regional Water Board members nor the Regional Water Board 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 Discharger, 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 Discharger, its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.
24. **Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order or compliance with the terms of this Stipulated Order 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.
25. **Party Contacts for Communications related to Stipulation/Order:**

For the Regional Water Board:

Jordan Filak
Environmental Scientist
North Coast Regional Water
Quality Control Board
5550 Skylane Boulevard, Suite A
Santa Rosa, CA 95403
Jordan.Filak@waterboards.ca.gov
(707) 576-6743

For the Discharger:

Suzanne McClurkin-Nelson
Environmental Specialist
Humboldt Sawmill Company,
LLC
P.O. Box 37
125 Main Street
Scotia, CA 95565
SMcClurkin-Nelson@hrcllc.com
(707) 764-4268

26. **Attorneys' 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.
27. **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.
28. **Public Notice:** The Discharger understands 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 Discharger agrees that it shall not rescind or otherwise withdraw its approval of this proposed Stipulated Order.
29. **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 Order, and public review of this Stipulated Order, is lawful and adequate. The Parties understand that the Regional Water Board, or its delegate, has 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 Order becoming effective, the Parties agree to meet and confer concerning any such objections or hearings, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
30. **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.

31. **Effect of the Stipulated Order:** Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order precludes the Regional Water Board or any State agency, department, board, or local agency from exercising its authority under any law, statute, or regulation.
32. **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. The Parties are represented by counsel in this matter.
33. **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.
34. **If Order Does Not Take Effect:** In the event that the 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 they expect to 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 based on settlement communications in this 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.
35. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b) provides, and hereby waives its right to a hearing before the Regional Water Board prior to the Order's adoption.
36. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of the Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a 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, SEP completion, and other terms contained in this Stipulated Order.
37. **Covenant Not to Sue:** The Discharger covenants 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 the Conditional Settlement Offer, this Stipulated Order, or the SEP.
38. **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 Discharger 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 Discharger of its obligation to obtain any final written approval this Stipulated Order requires.
39. **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.
40. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party, and no third party shall have any right of action under this Stipulated Order for any cause whatsoever.
41. **Severability:** This Stipulated Order is severable; should any provision be found invalid, the remainder shall remain in full force and effect.
42. **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

Stipulated Order R1-2022-0030
Humboldt Sawmill Company, LLC
Confidential Settlement Communication

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.

43. **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.

(continued on next page)

Stipulated Order R1-2022-0030
Humboldt Sawmill Company, LLC
Confidential Settlement Communication

IT IS SO STIPULATED.

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


Digitally signed by
Claudia E. Villacorta
Date: 2022.07.11
16:48:02 -07'00'

Date: _____

By: _____

Claudia E. Villacorta, P.E
Assistant Executive Officer

Stipulated Order R1-2022-0030
Humboldt Sawmill Company, LLC
Confidential Settlement Communication

**Humboldt Sawmill Company,
LLC**

Date:

7/5/2022

By:



Jim Pelkey

Chief Financial Officer, MFP General Management

ORDER OF THE REGIONAL WATER BOARD

- 44. This Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
- 45. 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 Discharger 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 Discharger 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.
- 46. The Executive Officer is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its 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.

Date: _____

By: _____

Matthias St. John
Executive Officer

Attachments:

- A. Effluent Limitation Violations Requiring Mandatory Minimum Penalties**
- B. SEP**

ATTACHMENT A
EFFLUENT LIMITATION VIOLATIONS REQUIRING MANDATORY MINIMUM PENALTIES

Liability Scotia Town Power Plant

Scotia Town - Humboldt Sawmill Company (Eel River
Power)

WDID No. 1B83104OHUM

NPDES No. CA0006017

Effluent Limitations Violations Requiring Mandatory Minimum Penalties

#	Violation Number	Violation Date	Constituent	Pollutant Group	Limitation Period	Limit	Result/Average	Units	Exempted from MMP?	Exempt Reason	% Over Limit	Date 180 Days Prior	Serious or Chronic Violation?	No. of Violations within 180 days	Mandatory Fine?	Water Code	Penalty
1	1011809	07/12/2016	pH	Other	Instantaneous	9	10.5	SU	Y	a	17%	01/14/2016	C	Ct. 1	N		\$ 0
2	1086713	07/12/2016	pH	Other	Instantaneous	9	9.1	SU	Y	a	1%	01/14/2016	C	Ct. 2	N		\$ 0
3	1086714	09/07/2016	pH	Other	Instantaneous	9	9.1	SU	Y	a	1%	03/11/2016	C	Ct. 3	N		\$ 0
4	1086740	10/05/2016	pH	Other	Instantaneous	9	9.2	SU	N		2%	04/08/2016	C	Ct. 4	Y	13385(i)	\$ 3,000
5	1086744	01/17/2017	Total Suspended Solids	Group 1	Monthly Average	30	240	mg/L	N		700%	07/21/2016	S	Ct. 5	Y	13385(h)	\$ 3,000
6	1086742	01/17/2017	Total Suspended Solids	Group 1	Maximum Daily	100	240	mg/L	N		140%	07/21/2016	S	Ct. 6	Y	13385(h)	\$ 3,000
7	1086749	02/21/2017	Total Suspended Solids	Group 1	Maximum Daily	100	150	mg/L	N		50%	08/25/2016	S	Ct. 7	Y	13385(h)	\$ 3,000
8	1086750	02/21/2017	Total Suspended Solids	Group 1	Monthly Average	30	150	mg/L	N		400%	08/25/2016	S	Ct. 8	Y	13385(h)	\$ 3,000
9	1086747	02/21/2017	Total Suspended Solids	Group 1	Monthly Average	30	140	mg/L	N		367%	08/25/2016	S	Ct. 9	Y	13385(h)	\$ 3,000
10	1023060	02/21/2017	Total Suspended Solids	Group 1	Daily Maximum	100	140	mg/L	N		40%	08/25/2016	S	Ct. 10	Y	13385(h)	\$ 3,000
11	1086752	03/30/2017	Total Suspended Solids	Group 1	Monthly Average	30	46	mg/L	N		53%	10/01/2016	S	Ct. 11	Y	13385(i)	\$ 3,000
12	1086754	03/30/2017	Chlorine, Free Available	Group 2	Monthly Average	0.2	0.22	mg/L	N		10%	10/01/2016	C	Ct. 12	Y	13385(i)	\$ 3,000
13	1086751	03/30/2017	Total Suspended Solids	Group 1	Monthly Average	30	46	mg/L	N		53%	10/01/2016	S	Ct. 13	Y	13385(i)	\$ 3,000
14	1086767	12/11/2018	Total Suspended Solids	Group 1	Monthly Average	30	74	mg/L	N		147%	06/14/2018	S	Ct. 1	Y	13385(h)	\$ 3,000
15	1060096	05/17/2019	pH	Other	Instantaneous	9	9.2	SU	N	a	2%	11/18/2018	C	Ct. 2	N		\$ 0
16	1089596	03/16/2021	Total Suspended Solids	Group 1	Monthly Average	30	280	mg/L	N		933%	09/17/2020	S	Ct. 1	Y	13385(h)	\$ 3,000
17	1089597	03/16/2021	Total Suspended Solids	Group 1	Maximum Daily	100	280	mg/L	N		140%	09/17/2020	S	Ct. 2	Y	13385(h)	\$ 3,000

Total Penalty: \$ 39,000

ATTACHMENT A
EFFLUENT LIMITATION VIOLATIONS REQUIRING MANDATORY MINIMUM PENALTIES

a. The first three violations in a 180 day period shall not receive MMP assessment unless serious.

Ct. Count – The number that follows represents the number of exceedances in the past 180 days. A count > than Ct. 3 means that a penalty under Water Code Section 13385 (i) applies.

1 - Violation occurs on sample date or last date of averaging period.

2 - For Group I pollutants, a violation is serious when the limit is exceeded by 40% or more

- For Group II pollutants, a violation is serious when the limit is exceeded by 20% or more

3 - When a serious violation occurs on the same day as a chronic, the serious violation is only assessed an MMP once and is counted last for the day when determining the number of chronic violations to be assessed a penalty.

Violations from July 12, 2016 through January 14, 2022

Group I Violations Assessed MMP:	11
Group II Violations Assessed MMP:	1
Other Effluent Violations Assessed MMP:	1
Violations Exempt from MMP:	0
Total Violations Assessed MMP:	13

Mandatory Minimum Penalty = (9 Serious Violations + 4 Non-Serious Violations) x \$3,000 = \$39,000

ATTACHMENT B
SUPPLEMENTAL ENVIRONMENTAL PROJECT
DEFLECTOR LOG JAM

1 Name of Project: Deflector Log Jam

2 Project Applicant: Humboldt Sawmill Co. (HSC). Project Lead is Trout Unlimited.

3 Contact Person and Title:

Suzanne McClurkin-Nelson, Environmental Specialist

Humboldt Sawmill Co.
PO Box 37, Scotia, CA 95565
(707) 485-4408
smclurkin-nelson@hrcllc.com

Anna Halligan, North Coast Coho Project Director

Trout Unlimited
PO Box 1966
Fort Bragg, CA 95437
(707) 734-0112
ahalligan@tu.org

4 Project Description:

Within the Van Duzen River Basin, the Yager Creek Sub Basin maintains a high salmonid fisheries value, particularly for the presence and viability of Coho Salmon (a threatened species under both federal and state listings) within the Lawrence Creek drainage. The proposed Deflector Project would include a deflector log jam on the bank of Lawrence Creek to focus flow toward the side channel and bar apex jam. The intent of the deflector is to replicate wood jams located on outside bends, and it is designed to withstand buoyancy and lift forces associated with floods as severe as 100-year flood events. The large bar apex and deflector proposed under this Project will be placed to raise storm water surface elevations, which will induce greater flow into the side channel. With this design it is anticipated that the off-channel pond will be hydraulically connected during 15% exceedance flows and greater, or on average 55 days out of the year. Remove of the deflector jam from the underlying Lawrence Creek Improvement project will reduce the days of connectivity and the number of high flow resting/refugia areas for salmonids.

5 Compliance with SEP Criteria

The Deflector Project will provide species listed under the federal and state Endangered Species Acts with access to historic floodplain habitats by enhancing hydrologic connectivity to a side channel feature along Lawrence Creek, which will provide shelter during intense storm events. Low-velocity refugia is important for reducing juvenile salmonid mortality during high-flow events. The Deflector Project will provide sustainable and lasting ecological benefits to core populations of SONCC Coho and CC Salmon as well as NC

ATTACHMENT B
 SUPPLEMENTAL ENVIRONMENTAL PROJECT
 DEFLECTOR LOG JAM

Steelhead trout by enhancing and restoring salmonid habitats. In addition, restoration of habitat provides substantial benefits for human communities by improving and protecting water quality, reducing damage from flooding, and preserving tribal and cultural heritage. Many Native Americans rely on fish for sustenance, and loss of reliable fish habitat can reduce fish populations that serve as a food source and can cause cultural harm.

6 Above and Beyond Discharger’s Obligations:

HSC voluntarily agrees to undertake the SEP, and HSC is not required to undertake this project and this project was never considered by HSC before or absent the current regulatory enforcement action.

7 No Benefit to the Water Board Members, Staff, Family:

This SEP provides no direct fiscal benefit to the Regional Water Board’s functions, its members, its staff, or family of members or staff.

8 Nexus to the Nature or Location of Violations:

The SEP will be located on Lawrence Creek, a tributary of the Lower Eel River, which is the location of the alleged violations. Thus, the SEP has a direct nexus to the nature of the violation alleged.

9 Brief work plan containing tasks, deliverables, milestones, and schedule. The deliverables must include quarterly progress reports and a final completion report.

Project Term: August 31, 2022 through December 31, 2023

Task	Description	Estimated Date	Estimated Budget
Project Management (oversight)	Trout Unlimited (TU) (manage contractors & project execution, report writing, mileage reimbursement, reporting supplies)	8/31/22 – 7/31/23	\$1,216.55
Construction	VS-Const-Shinn (labor and heavy equipment)	8/31/22 – 11/1/22	\$15,500
Administrative Overhead	Administrative services and accounting	8/31/22 – 7/31/23	\$2,273.45

ATTACHMENT B
 SUPPLEMENTAL ENVIRONMENTAL PROJECT
 DEFLECTOR LOG JAM

Monitoring	Monthly monitoring (by HRC)	11/1/2022-5/30/2023	\$0.00
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Project Timeline:

Task	Description	Proposed Completion Date
1	Finalize grant agreement and schedule field work with construction contractor	August 31, 2022
2	First Quarterly Progress Report	September 30, 2022
3	Complete construction of Deflector Log Jam	November 1, 2022
4	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	November 30, 2022
5	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	December 30, 2022
6	Second Quarterly Progress Report	December 30, 2022
7	Monthly ent site visit (monitor water quality & salmonid presence/absence)[HRC]	January 31, 2023
8	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	February 29, 2023
9	Third Quarterly Progress Report	March 30, 2023
10	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	March 31, 2023
11	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	April 28, 2023
12	Monthly site visit (monitor water quality & salmonid presence/absence)[HRC]	May 31, 2023
13	Fourth Quarterly Progress Report	June 30, 2023
15	Submit Final Report/Certificate of Completion	December 31, 2023

ATTACHMENT B
SUPPLEMENTAL ENVIRONMENTAL PROJECT
DEFLECTOR LOG JAM

Milestones: Construction is expected to occur between August 31, 2022 and November 1, 2022. Monitoring will be conducted for one winter season following construction and is expected to occur between November 2022 and May 2023 for the purpose of this SEP; a second consecutive year of monitoring may be performed if deemed useful but is considered to be outside the scope of this SEP and will not use SEP funds. HRC staff shall conduct monthly site visits to monitor water quality (dissolved oxygen, temperature) and salmonid presence/absence via baited minnow traps. Photographs will be taken to document site conditions during each visitation throughout the monitoring period. Data collected during these site visits will be included in each progress report.

10 Performance Standard

The following performance standards must be achieved for the SEP to be deemed complete: (1) complete construction of the Deflector Log Jam by November 1, 2022; and (2) one winter season of post-construction monitoring.

11 Reports to the Regional Water Board

Progress Reports:

HSC will submit a progress report including, at a minimum, updated photographs of construction activity, a summary of budget expenditures to date, and a summary of the remaining work to be completed.

Due Date: Quarterly Progress reports will be submitted to the RWQCB by HSC by September 30, 2022, December 31, 2022, March 31, 2023, June 30, 2023, and September 30, 2023.

Final Report

The final report will document that the project has been completed, will include a summary of all completed tasks, and will have an accounting of all expenditures. The accounting will clearly show whether the final cost of the successfully completed SEP was less than, equal to, or more than the liability suspended amount of \$18,900. The following statement will be included above the signature line of the report: *"I certify under penalty of perjury that the foregoing is true and correct."*

Due Date: Within one month after the project is complete, as defined by the "Performance Standard" above, but no later than December 31, 2023.

All reports shall be submitted to the North Coast Regional Water Quality Control Board's (Regional Water Board) contact, Jordan Filak via email at Jordan.Filak@waterboards.ca.gov.

12 California Environmental Quality Act (CEQA) Compliance:

ATTACHMENT B
SUPPLEMENTAL ENVIRONMENTAL PROJECT
DEFLECTOR LOG JAM

The project is ready for implementation and construction will occur this summer/fall. This project is CEQA exempt (Article 19, Section 15333) and fully permitted (401 Water Quality Certification, Army Corps 404 Nationwide 27, 1653-HREA CDFW permit, and the NOAA Programmatic Approach). Construction is scheduled to occur late summer 2022, and will take approximately 2 weeks. The project is occurring on property owned by HRC with their participation (as noted above), and a landowner agreement was secured.

13 Extensions:

The SEP Completion Date is the due date of the final report, December 31, 2023, unless the Executive Officer approves an extension. If an extension is granted, it shall apply to the reports to the Regional Water Board. If an extension is necessary, HSC shall submit a written request for such extension to the Executive Officer as required by Stipulated Order paragraph 19.